

- 13.1.2 Licensee shall be solely responsible for negotiating with persons or entities other than BellSouth for the rearrangement of such persons' or entities' Facilities or structures and, except where such rearrangement is for the benefit of BellSouth and/or other Licensees as well as Licensee, shall be solely responsible for paying all charges attributable to the rearrangement of such Facilities; provided, however, that if Facilities rearrangements require new Licenses from BellSouth, BellSouth shall issue such Licenses in conjunction with the issuance of the applied-for License to Licensee.
- 13.2 Rearrangement of Licensee's Facilities at BellSouth's Request. Licensee acknowledges that, from time to time, it may be necessary or desirable for BellSouth to change out Poles, relocate, reconstruct, or modify portions of its Conduit System or rearrange Facilities contained therein or connected thereto and that such changes may be necessitated by BellSouth's business needs or authorized Application of another entity seeking access to BellSouth's Poles or Conduit Systems. Licensee agrees that Licensee will, upon BellSouth's request, and at BellSouth's expense, but at no Cost to Licensee, participate with BellSouth (and other Licensees) in the relocation, reconstruction, or modification of BellSouth's Conduit System or Facilities rearrangement. Licensee acknowledges that, from time to time, it may be necessary or desirable for BellSouth to change out Poles, relocate, reconstruct, or modify portions of its Conduit System or rearrange Facilities contained therein or connected thereto as a result of an order by a municipality or other governmental authority. Licensee shall, upon BellSouth's request, participate with BellSouth (and other Licensees) in the relocation, reconstruction, or modification of BellSouth's Conduit System or Facilities rearrangement and pay its proportionate share of any Costs of such relocation, reconstruction, or modification that are not reimbursed by such municipality or governmental authority.
- 13.2.1 Licensee shall make all rearrangements of its Facilities within such period of time as is jointly deemed reasonable by the parties based on the amount of rearrangements necessary and a desire to minimize chances for service interruption or Facility-based service denial to a Licensee customer.
- 13.2.2 If Licensee fails to make the required rearrangements within the time prescribed or within such extended periods of time as may be granted by BellSouth in writing, BellSouth may perform such rearrangements with written notice to Licensee, and Licensee shall reimburse BellSouth for actual Costs and expenses incurred by BellSouth in connection with the rearrangement of Licensee's Facilities; provided, however, that nothing contained in this Section or any License issued hereunder shall be construed as requiring Licensee to bear any expenses which, under the Telecommunications Act of 1996 or other applicable federal or state laws or regulations, are to be allocated to persons or entities other than Licensee; and provided further, however, that Licensee shall have no responsibility for rearrangement Costs and expenses relating to rearrangements performed for the purpose of meeting BellSouth's business needs.

**14. EMERGENCY REPAIRS AND POLE REPLACEMENTS**

- 14.1 Licensee Responsible for Emergency Repairs to its Own Facilities. In general, Licensee shall be responsible for making emergency repairs to its own Facilities and for formulating appropriate plans and practices which will enable it to make such emergency repairs. BellSouth shall be under no obligation to perform any repair or service restoration work of any kind with respect to Licensee's Facilities.

**15. INSPECTION BY BELL SOUTH OF LICENSEE'S FACILITIES**

- 15.1 BellSouth's Right to Make Periodic or Spot Inspections. BellSouth shall have the right to make periodic or spot inspections at any time of any part of Licensee's Facilities attached to BellSouth's Poles, Anchors or Anchor/Guy Strands or occupying any BellSouth Conduit or Duct for the limited purpose of determining whether Licensee's Facilities are in compliance with the terms of this Section and Licenses hereunder; provided that such inspections must be non-invasive (e.g., no splice cases may be opened).

- 15.1.1 BellSouth will give Licensee advance written notice of such inspections, and Licensee shall have the right to have a representative attend such inspections, except in those instances where safety considerations justify the need for such inspection without the delay of waiting until written notice has been forwarded to Licensee.

- 15.1.2 Such inspections shall be conducted at BellSouth's expense; provided, however, that Licensee shall bear the Cost of inspections as delineated in 3.12.

- 15.2 No Duty to Licensee. Neither the act of inspection by BellSouth of Licensee's Facilities nor any failure to inspect such Facilities shall operate to impose on BellSouth any liability of any kind whatsoever or to relieve Licensee of any responsibility, obligations or liability under this Section or otherwise existing.

**16. NOTICE OF NONCOMPLIANCE**

- 16.1 Notice of Noncompliance. If, at any time, BellSouth determines that Licensee's Facilities or any part thereof have not been placed or maintained or are not being used in accordance with the requirements of this Agreement, BellSouth may send written notice to Licensee specifying the alleged noncompliance. Licensee agrees to acknowledge receipt of the notice as soon as practicable. If Licensee does not dispute BellSouth's assertion that such Facilities are not in compliance, Licensee agrees to provide BellSouth with a schedule for bringing such Facilities into compliance, to bring the Facilities into compliance within a reasonable time, and to notify BellSouth in writing when the Facilities have been brought into compliance.

- 16.2 Disputes over Alleged Noncompliance. If Licensee disputes BellSouth's assertion that Licensee's Facilities are not in compliance, Licensee shall notify BellSouth in writing of the basis for Licensee's assertion that its Facilities are in compliance.
- 16.3 Failure to Bring Facilities into Compliance. If Licensee has not brought the Facilities into compliance within a reasonable time or provided BellSouth with proof sufficient to persuade BellSouth that BellSouth erred in asserting that the Facilities were not in compliance, and if BellSouth determines in good faith that the alleged noncompliance causes or is likely to cause material damage to BellSouth's Facilities or those of other users, BellSouth may, at its option and Licensee's expense, take such non-service affecting steps as may be required to bring Licensee's Facilities into compliance, including but not limited to correcting any conditions which do not meet the specifications of this Agreement.
- 16.4 Correction of Conditions by BellSouth. If BellSouth elects to bring Licensee's Facilities into compliance, the provisions of this Section shall apply.
- 16.4.1 BellSouth will, whenever practicable, notify Licensee in writing before performing such work. The written notice shall describe the nature of the work to be performed and BellSouth's schedule for performing the work.
- 16.4.2 If Licensee's Facilities have become detached or partially detached from supporting racks or wall supports located within a BellSouth Manhole, BellSouth may, at Licensee's expense, reattach them but shall not be obligated to do so. If BellSouth does not reattach Licensee's Facilities, BellSouth shall endeavor to arrange with Licensee for the reattachment of any Facilities affected.
- 16.4.3 BellSouth shall, as soon as practicable after performing the work, advise Licensee in writing of the work performed or action taken. Upon receiving such notice, Licensee shall inspect the Facilities and take such steps as Licensee may deem necessary to insure that the Facilities meet Licensee's performance requirements.
- 16.5 Licensee to Bear Expenses. Licensee shall bear all expenses arising out of or in connection with any work performed to bring Licensee's Facilities into compliance with this Section; provided, however that nothing contained in this Section or any License issued hereunder shall be construed as requiring Licensee to bear any expenses which, under applicable federal or state laws or regulations, must be borne by persons or entities other than Licensee.

17. **UNAUTHORIZED OCCUPANCY OR UTILIZATION OF BELL SOUTH'S FACILITIES**

- 17.1 Licensing or Removal of Unauthorized Attachments. If any of Licensee's attachments shall be found attached to Pole(s) or occupying Conduit Systems for which no License is outstanding, BellSouth, without prejudice to its other rights or remedies under this Agreement, including termination of Licenses, may impose a charge and require Licensee to submit in writing, within thirty (30) days after receipt of written notification from BellSouth of the unauthorized attachment or Conduit Occupancy, a Pole attachment or Conduit Occupancy License Application. If such Application is not received by BellSouth within the specified time period, Licensee may be required at BellSouth's option to remove its unauthorized attachment or occupancy within sixty (60) days of the final date for submitting the required Application, or BellSouth may at BellSouth's option remove Licensee's Facilities without liability, and the expense of such removal shall be borne by Licensee. Charges for any such unauthorized occupancy shall be equal to the applicable License fees and charges which would have been payable from and after the date such Facilities were first placed on BellSouth's Poles or in BellSouth's Conduit System, if Licensee provides reasonable documentation of such placement. If Licensee is unable to provide such reasonable documentation, then Licensee will pay two years worth of the applicable charges.
- 17.1.1 Nothing contained in the Agreement or any License issued hereunder shall be construed as requiring Licensee to bear any expenses which, under applicable federal or state laws or regulations, must be borne by persons or entities other than Licensee.
- 17.2 Prompt Payment of Applicable Fees and Charges. Fees and charges for Pole attachments and Conduit System occupancies, as specified herein and as modified from time to time, shall be due and payable immediately whether or not Licensee is permitted to continue the Pole attachment or Conduit Occupancy. See Appendix I for applicable annual rental fees.
- 17.3 No Implied Waiver or Ratification of Unauthorized Use. No act or failure to act by BellSouth with regard to said unlicensed use shall be deemed as a ratification of the unlicensed use; and if any License should be subsequently issued, said License shall not operate retroactively or constitute a waiver by BellSouth of any of its rights or privileges under this Agreement or otherwise; provided, however, that Licensee shall be subject to all liabilities, obligations and responsibilities of this Agreement in regard to said unauthorized use from its inception.



**18. REMOVAL OF LICENSEE'S FACILITIES**

- 18.1 Pole Attachments. Licensee, at its expense, will remove its attachments from any of BellSouth's Poles within thirty (30) days after termination of the License covering such attachments. If Licensee fails to remove its attachments within such thirty (30) day period, BellSouth shall have the right to remove such attachments at Licensee's expense and without any liability on the part of BellSouth for damage or injury to Licensee's attachments unless caused by the negligence or intentional misconduct of BellSouth.
- 18.2 Conduit Occupancy. Licensee, at its expense, will remove its communications Facilities from a Conduit System within sixty (60) days after:
- 18.2.1 Termination of the License covering such Conduit Occupancy; or
- 18.2.2 The date Licensee replaces its existing Facilities in one Duct with substitute Facilities in another Duct.
- 18.2.3 If Licensee fails to remove its Facilities within the specified period, BellSouth shall have the right to remove such Facilities at Licensee's expense and without any liability on the part of BellSouth for damage or injury to such Facilities unless caused by the negligence or intentional misconduct of BellSouth.
- 18.3 Continuing Responsibility for Fees and Charges. Licensee shall remain liable for and pay to BellSouth all fees and charges pursuant to provisions of this Agreement until all of Licensee's Facilities are physically removed from BellSouth's Poles or Conduit System.

**19. FEES, CHARGES, AND BILLING**

- 19.1 License Charges. Licensee agrees to pay charges in Attachment 1 of this Agreement. These rates will be recalculated during the term of this Agreement in accordance with the Telecommunications Act of 1996 and applicable FCC or State Commission rules and regulations. License charges commence on the first day of the calendar month following the date a License is issued. Such charges cease as of the final day of the calendar month preceding the month in which the attachment or occupancy is physically removed or the utilization is discontinued. A one-month minimum charge is applicable to all Licenses. Such current-year charges are normally billed on or near July 1 of each year; annual billing is for the period January 1 through December 31 (six (6) months in arrears and six (6) months in advance) and to include true-up for actual billing for previous year's advance billing for period July 1 through December 31.

- 19.2 Notice of Rate and Computation of Charges. On or about November 1 of each year, BellSouth will notify Licensee by certified mail, return receipt requested, of the rental rate and Pole transfer rate to be applied in the subsequent calendar year. The letter of notification shall be incorporated in, and governed by, the terms and conditions of this Agreement. Attachment and occupancy rates shall be applied to the number of Pole(s) and Duct feet of Conduit for which Licenses have been issued before December 1 of each calendar year. Charges for attachment(s) and occupancy which commenced during the preceding twelve (12) month period will be prorated accordingly.

**20. ADVANCE PAYMENT AND IMPUTATION**

- 20.1 Attachment and Occupancy Fees. Fees for Pole attachment and Conduit Occupancy shall be based on the Facilities for which Licenses have been issued as of the date of billing by BellSouth, shall be computed as set forth herein.
- 20.1.1 Charges associated with newly Licensed attachments or occupancies and other attachments or occupancies of less than the entire annual billing period shall be prorated.
- 20.1.2 Charges shall be prorated retroactively in the event of the removal of Licensee's Facilities.
- 20.1.3 The amount of any advance payment required shall be due within sixty (60) days after receipt of an invoice from BellSouth.
- 20.2 Imputation. BellSouth shall impute to its Costs of providing telecommunications services (and charge any affiliate, subsidiary, or associate company engaged in the provision of such services) an equal amount to the charges set forth in this Section for all of the Conduits, Ducts, and Poles it occupies and uses.

**21. ASSURANCE OF PAYMENT**

- 21.1 Necessity and Level of Security. In the event Licensee fails to demonstrate credit worthiness, Licensee may be required to furnish a bond, letter of credit or other evidence of financial security having a minimum face amount of \$10,000.00 per state or \$50,000.00 per region. Such bond, letter of credit or other security shall be in a form satisfactory to BellSouth and may be increased from time to time as reasonably required by BellSouth to guarantee the performance of all obligations of Licensee hereunder. The amount of the bond, letter of credit or other security shall not operate as a limitation upon the obligations of Licensee hereunder.

**22. INSURANCE**

- 22.1 Licensee shall obtain and maintain insurance, including endorsements insuring the contractual liability and indemnification provisions of this Agreement, issued by an insurance carrier reasonably satisfactory to Licensor to protect the Licensor, other authorized Licensees, and Joint User(s) from and against all claims demands, causes of action, judgments, Costs, including reasonable attorneys' fees, expenses and liabilities of every kind and nature which may arise or result, directly or indirectly from or by reason of such loss, injury or damage as covered in this Agreement.
- 22.2 Licensee shall maintain the following amounts of insurance in compliance with (22.1) above:
- 22.2.1 Commercial General Liability Insurance with limits of not less than \$1,000,000 per occurrence and \$1,000,000 annual aggregate.
- 22.2.2 Umbrella or Excess Liability Insurance with limits of not less than \$10,000,000 per occurrence and in the aggregate.
- 22.2.3 Business auto coverage for all owned, non-owned, hired and leased vehicles with limits of not less than \$1,000,000 per occurrence and in the aggregate.
- 22.2.4 Licensee shall name BellSouth as an additional insured on the general liability policy with respects to the terms and conditions of this agreement
- 22.3 Licensee shall submit to Licensor certificates by each company insuring Licensee with respect to any insurance required hereunder, such certificate(s) to specify the coverage provided and that such company will not cancel or change any such policy of insurance issued to Licensee except after thirty (30) days written notice to Licensor.
- 22.4 Licensee shall also carry such insurance as will protect it from all claims under any Worker's Compensation Law in effect that may be applicable to it as a result of work performed pursuant to this Agreement.
- 22.5 All insurance required in accordance with 22.2) and 22.3) preceding must be effective before Licensor will authorize attachment to a Pole and/or Anchor, or occupancy of a Conduit System and shall remain in force until such Licensee's Facilities have been removed from all such Pole(s), Anchor(s), Conduit System, or Right of Way. In the event that the Licensee shall fail to maintain the required insurance coverage, Licensor may pay any premium thereon falling due, and the Licensee shall forthwith reimburse the Licensor for any such premium paid.

- 22.6 If the Licensee's net worth exceeds five hundred million dollars (\$500,000,000), Licensee may elect to request self-insurance status in lieu of obtaining any of the insurance required in 22.2.1 and 22.2.2. Licensee shall provide audited financial statements, interim financials, business history, etc., as per Appendix III to Licensors immediately after receipt of initial agreement information. Licensors shall then review such audited financial statements and respond in writing to Licensee, no later than thirty (30) business days after receipt of the above information, in the event that self-insurance status is not granted to Licensee. If Licensors approve Licensee for self-insurance, Licensee shall annually furnish to Licensors, and keep current, evidence of such net worth that is attested to by one of Licensee's corporate officers. The ability to self-insure shall continue so long as the Licensee meets all of the requirements of 22.6. If the Licensee subsequently no longer satisfies the requirements of 22.6, Licensee is required to purchase insurance as indicated in 22.2.1 and 22.2.2. This agreement will not be finalized prior to approval for self-insuring status if self-insuring is requested by Licensee.
- 22.7 The net worth requirements set forth in 22.6 may be increased by Licensors from time to time during the term of this Agreement upon thirty (30) days notice to Licensee to at least such minimum limits as shall then be customary with respect to attachment to a Pole and/or Anchor, or occupancy of a Conduit System.

### **23. INDEMNIFICATION**

- 23.1 Licensors shall exercise precaution to avoid damaging the communications Facilities of the Licensee and shall make an immediate report to the Licensee of the occurrence of any such damage caused by its employees, agents or contractors. Licensors agree to reimburse the Licensee for all reasonable Costs incurred by the Licensee for the physical repair of such Facilities damaged by the negligence of Licensors, its employees, agents, contractors, subcontractors or invitees. However, Licensors shall not be liable to Licensee for any interruption of Licensee's service or for interference with the operation of Licensee's Communications Facilities, or for any special, indirect, or consequential damages arising in any manner, including Licensors' negligence, out of the use of Pole(s), Anchor(s), or Conduit Systems or Licensors' actions or omissions in regard thereto and Licensee shall indemnify and save harmless Licensors from and against any and all claims, demands, causes of action, Costs and reasonable attorneys' fees with respect to such special, indirect or consequential damages.
- 23.2 Licensee shall exercise precaution to avoid damaging the Facilities of Licensors and of others attached to Pole(s), Anchor(s), or occupying a Conduit System and shall make an immediate report to the Owner of the occurrence of any such damage caused by Licensee's employees, agents or contractors. Licensee agrees to reimburse the Licensors for all reasonable Costs incurred by the Licensors for the physical repair of such Facilities damaged by the negligence of Licensee.

- 23.3 Licensee shall indemnify, protect and save harmless the Licensor, its directors, officers, employees and agents, Licensor's other Licensees, and Joint User(s) from and against any and all claims, demands, causes of action, damages and Costs, including reasonable attorney's fees through appeals incurred by the Licensor, the Licensor's other Licensees and Joint User(s) as a result of acts by the Licensee, its employees, agents or contractors, including but not limited to the Cost of relocating Pole(s), Anchor(s), Guy(s), or Conduit System resulting from a loss of right-of-way or property owner consents and/or the Cost of defending those rights and/or consents.
- 23.4 The Licensee shall indemnify, protect and save harmless the Licensor, its directors, officers, employees and agents, Licensor's other Licensees, and Joint User(s) from and against any and all claims, demands, causes of actions and Costs, including reasonable attorney's fees, through appeals for damages to property and injury or death to persons, including but not limited to payments under any Worker's Compensation Law or under any plan for employee's disability and death benefits, caused by, arising from, incident to, connected with or growing out of the erection, rearrangement, maintenance, presence, use or removal of Licensee's Facilities, or by their proximity to the Facilities of all parties attached to a Pole, Anchor and/or Guy, or placed in a Conduit System, or by any act or omission of the Licensee's employees, agents or contractors in the vicinity of the Licensor's Pole(s), Anchor(s), Guy(s), or Conduit System.
- 23.5 The Licensee shall indemnify, protect and save harmless the Licensor, its directors, officers, employees, and agents, Licensor's other Licensees, and Joint User(s) from any and all claims, demands, causes of action and Costs, including attorneys' fees through appeals, which arise directly or indirectly from the construction and operation of Licensee's Facilities, including but not limited to taxes, special charges by others, claims and demands for damages or loss from infringement of copyrights, for libel and slander, for unauthorized use of television or radio broadcast programs and other program material, and from and against all claims, demands and Costs, including attorney's fees through appeals for infringement of patents with respect to the construction, maintenance, use and operation of Licensee's Facilities in combination with Pole(s), Anchor(s), Conduit Systems or otherwise.
- 23.6 Licensee shall promptly advise the Licensor of all claims relating to damage of property or injury to or death of persons, arising or alleged to have arisen in any manner, directly or indirectly, by the erection, maintenance, repair, replacement, presence, use or removal of the Licensee's Facilities. Licensee shall promptly notify Licensor in writing of any suits or causes of action which may involve Licensor and, upon the request of Licensor, copies of all relevant accident reports and statements made to Licensee's insurer by Licensee or others shall be furnished promptly to Licensor.

**24. AUTHORIZATION NOT EXCLUSIVE**

- 24.1 Nothing herein contained shall be construed as a grant of any exclusive authorization, right or privilege to Licensee. BellSouth shall have the right to grant, renew and extend rights and privileges to others not parties to this Agreement, by contract or otherwise, to use any Pole, Anchor, or Conduit System covered by this Agreement and Licensee's rights hereunder.

**25. ASSIGNMENT OF RIGHTS**

- 25.1 Licensee shall not assign or transfer this Agreement or any license or any authorization granted under this Agreement, and this Agreement shall not inure to the benefit of Licensee's successors or assigns, without the prior written consent of BellSouth. BellSouth shall not unreasonably withhold such consent.
- 25.2 In the event such consent or consents are granted by BellSouth, then the provisions of this Agreement shall apply to and bind the successors and assigns of the Licensee. Form NT-13 shall be used for this purpose.

**26. FAILURE TO ENFORCE**

- 26.1 Failure of BellSouth to enforce or insist upon compliance with any of the terms or conditions of this Agreement or to give notice or declare this Agreement or any authorization granted hereunder terminated shall not constitute a general waiver or relinquishment of any term or condition of this Agreement, but the same shall be and remain at all times in full force and effect.

**27. TERM OF AGREEMENT**

- 27.1 Unless sooner terminated as herein provided, this Agreement shall continue in effect for a term of one (1) year from the date hereof and thereafter from year to year until either party hereto terminates this Agreement by giving the other party at least ninety (90) days prior written notice thereof. Such ninety (90) days notice of termination may be given to take effect at the end of the original one (1) year period or any time thereafter.
- 27.2 Termination of this Agreement or any Licenses issued hereunder shall not affect Licensee's liabilities and obligations incurred hereunder prior to the effective date of such termination.

**28. BELLSOUTH'S INFORMATION**

- 28.1 Scope of BellSouth's Information. Licensee acknowledges that Licensee may acquire information and material that is BellSouth's confidential, proprietary or trade secret information. As used herein, "BellSouth's Information" includes, but is not limited to, all information and documents disclosed by BellSouth, whether written or oral, in the course of this Agreement or in contemplation hereof including, without limitation, all specifications, drawings, sketches, schematics, models, samples, tools, algorithms, technical or business information, research and development, production and engineering processes, costs, profit and margin information, BellSouth lists, marketing, production and future business plans.
- 28.2 Use of BellSouth's Information. Licensee agrees to take all steps reasonably necessary to hold in trust and confidence BellSouth's Information. Licensee hereby agrees to hold BellSouth's Information in strict confidence, not to disclose it to third parties or to use it, in any way, commercially or otherwise, other than as permitted under this Agreement. Licensee will limit the disclosure of BellSouth's Information to employees with a need to know who: (i) have been advised of the proprietary nature thereof; and (ii) have acknowledged the express obligation to maintain such confidentiality. Licensee's obligations set forth herein shall remain in effect for two (2) years from the receipt of BellSouth's Information considered or deemed to be confidential information, but such obligation of confidentiality will not expire for BellSouth's Information considered or deemed to be a trade secret under applicable law.
- 28.3 Exceptions. Notwithstanding the other provisions of this Agreement, nothing received by Licensee from BellSouth will be considered to be BellSouth's Information if: (i) it has been published or is otherwise available to the public other than by a breach of this Agreement; (ii) it has been rightfully and lawfully received by Licensee from a Third Party without confidential limitations; (iii) it has been independently developed by Licensee by personnel having no access to BellSouth's Information; (iv) it was known by Licensee prior to its first receipt from BellSouth; (v) it is hereafter disclosed by BellSouth without restriction on further disclosure; or (vi) it is disclosed pursuant to a court order, subpoena or by operation of law, provided Licensee has given BellSouth prior advance written notice in order that BellSouth may attempt to obtain a protective order limiting disclosure and use of the information disclosed.
- 28.4 Agreement. Licensee hereby agrees that every individual person including but not limited to employees, subcontractors, agents, representatives and other third parties who perform under this Agreement shall execute the appropriate documents to undertake obligations of confidentiality consistent with the terms set forth herein. Licensee hereby agrees to provide evidence of such duly executed documents to BellSouth upon request.

**29. LICENSEE'S INFORMATION**

- 29.1 Scope of Licensee's Information. BellSouth acknowledges that Licensee may need to provide BellSouth with certain information and material that is the Licensee's confidential, proprietary or trade secret information. As used herein, "Licensee's Information" may include information and documents disclosed by the Licensee in the course of this Agreement such as by way of example, drawings, sketches, schematics, models, samples, tools, algorithms, technical or business information. All Licensee's Information shall be in writing or other tangible form and clearly marked with a confidential, private or proprietary legend. Licensee's information conveyed orally shall be designated as proprietary at the time of disclosure and shall be reduced to writing within ten (10) business days.
- 29 2 Use of Licensee's Information. BellSouth agrees to take all steps reasonably necessary to hold in trust and confidence Licensee's Information. BellSouth hereby agrees to hold such Licensee's Information in strict confidence, not to disclose it to third parties or to use it, in any way, commercially or otherwise, other than as permitted under this Agreement. BellSouth will limit the disclosure of Licensee's Information to employees, consultants, agents, contractors, affiliated companies and representatives with a need to know who will not be considered as "third parties" and who: (i) have been advised of the proprietary nature thereof; and (ii) have acknowledged the express obligation to maintain such confidentiality. BellSouth's obligations set forth herein shall remain in effect for two (2) years from the receipt of Licensee's Information considered or deemed to be confidential information, but such obligation of confidentiality will not expire for Licensee's Information considered or deemed to be a trade secret under applicable law.
- 29 3 Exceptions. Notwithstanding the other provisions of this Agreement, nothing received by BellSouth from Licensee will be considered to be Licensee's Information if: (i) it has been published or is otherwise available to the public other than by a breach of this Agreement; (ii) it has been rightfully and lawfully received by BellSouth from a Third Party without confidential limitations; (iii) it has been independently developed by BellSouth by personnel having no access to such Licensee's Information; (iv) it was known by BellSouth prior to its first receipt from Licensee; (v) it is hereafter disclosed by Licensee without restriction on further disclosure; or (vi) it is disclosed to any governmental agency or court of competent jurisdiction by written order, subpoena or decree, or by operation of law, provided BellSouth has given prior notice to Licensee in order that Licensee may attempt to obtain a protective order limiting disclosure and use of the information disclosed.



**30. SUPERSEDURE OF PREVIOUS AGREEMENT(S)**

30.1 This Agreement supersedes all previous agreements, whether written or oral, between BellSouth and Licensee for attachment and maintenance of Licensee's Communications Facilities on Pole(s), Anchor(s), and in Conduit Systems within the geographical area covered by this Agreement; and there are no other provisions, terms or conditions to this Agreement except as expressed herein. All currently effective Licenses heretofore granted pursuant to such previous agreements shall be subject to the terms and conditions of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement in duplicate on the day and year written below.

**BellSouth Telecommunications, Inc.**

*Name of Licensee*

*Name of Licensor*

**By:**

**By:**

*Signature*

*Signature*

*Printed Name*

K W. Marlin

*Printed Name*

*Printed Title*

Ntwk V P NP& Supp

*Printed Title*

*Date*

*Date*

## APPENDIX I

### 2001 INTERIM FCC Formula Supported Fees

for attachments and/or occupancy effective 1/1/2001

(Re-calculated annually)

**ALL FEES ARE CONSIDERED AS 'INTERIM' EXCEPT THOSE UNDER  
JURISDICTION OF A STATE COMMISSION**

*Licensee shall pay to Licensor the following fees:*

State	Poles (ea. / yr.)	Anchors (ea. / yr.)	Conduit	
				(\$ / ft / yr.)
North Carolina	4.09			0.46

Conduit rates have been developed using the one-half (1/2) Duct convention for 2000.  
This rate will apply to each passageway (innerduct).

- i) For the purpose of determining the Duct feet chargeable, the Duct considered occupied shall be measured from the center to center of adjacent Manhole(s), or from the center of a Manhole to the end of a Duct not terminated in a Manhole.
- ii) The above rates are not applicable for crossings of any navigable waterway. Rates for navigable waterway crossings will be calculated on an individual case basis.

### **Pole Attachment Transfer Rate**

Per Pole (throughout BellSouth region)

\$41.00

## **Appendix II**

### **Records Maintenance Centers**

For **Alabama** plant and Right of Way records:

Records Maintenance Center  
S04  
1876 Data Drive  
Birmingham, AL 35244

For **Kentucky** plant and Right of Way records:

Records Maintenance Center  
Room 2-SW  
601 W. Chestnut Street  
Louisville, KY 40203

For **Louisiana** plant and Right of Way records:

Records Maintenance Center  
2nd Floor North  
6767 Bundy Road  
New Orleans, LA 70140

For **Mississippi** plant and Right of Way records:

Records Maintenance Center  
5723 Hwy. 18 S  
Jackson, MS 39209

For **Tennessee** plant and Right of Way records:

Records Maintenance Center  
Room 9 B 15  
333 Commerce Street  
Nashville, TN 37201

For **Georgia, Florida, North Carolina, and South Carolina:**

<u>Plant Records</u>	<u>Right of Way Records</u>
Records Maintenance Center	Regional Landbase Admin. Center
5228 Central Avenue	Attn.: Right of Way Records
Charlotte, NC 28212	16 GG 1 BST
	301 W. Bay Street
	Jacksonville, FL 32201

**Appendix III**  
**Request to Self-Insure**  
**Information Sheet**

Per 22.6, Licensee may elect to request self-insurance status in lieu of obtaining any of the insurance required in 22.2.1 and 22.2.2. Licensee shall complete the table below and provide this information to Licensor. Licensor shall then review such audited financial statements and inform Licensee (in writing), no later than thirty (30) business days after receipt of the above information, regarding Licensee's request to self-insure.

**The agreement will not be finalized prior to approval for self-insuring status if self-insuring is requested by Licensee.**

<b>Company Name:</b>	
<b>Audited Financials</b> (3 years required) <i>(Attach all information as required)</i>	
<b>Interim Financials</b> (most current 6 months) <i>(Attach all information as required)</i>	
<b>Years in Business</b> (number of years)	
<b>Number of years current management has been in place:</b>	
<b>Parent Company:</b>	
<b>Dunn &amp; Bradstreet Number:</b>	

Complete all information requested above and provide with all additional attachments to:

**BellSouth Telecommunications, Inc.**  
**Attention: Self-Insure Request**  
**North W3D2**  
**3535 Colonnade Parkway**  
**Birmingham, AL 35243**

## RAO Hosting and ICS Agreement

## SECTION 1. SCOPE OF AGREEMENT

- 1.1 This Agreement shall apply to the services of Revenue Accounting Office (RAO) Hosting and Inter-Company Settlements (ICS) as provided by BellSouth to (THE CLP). The terms and conditions for the provisions of these services are outlined in the Exhibits to this Agreement.

## SECTION 2. DEFINITIONS

- 2.1 A. Centralized Message Distribution System is the Telcordia administered national system, based in Kansas City, Missouri, used to exchange Exchange Message Record (EMI) formatted data among host companies.
- B. Compensation is the amount of money due from BellSouth to (THE CLP) or from (THE CLP) to BellSouth for services and/or facilities provided under this Agreement.
- C. Exchange Message Interface is the nationally administered standard format for the exchange of data among Exchange Carriers within the telecommunications industry.
- D. Intercompany Settlements (ICS) is the revenue associated with charges billed by a company other than the company in whose service area such charges were incurred. ICS on a national level includes third number and credit card calls and is administered by Telcordia's Calling Card and Third Number Settlement System (CATS). Included is traffic that originates in one Regional Bell Operating Company's (RBOC) territory and bills in another RBOC's territory.
- E. Message Distribution is routing determination and subsequent delivery of message data from one company to another. Also included is the interface function with CMDS, where appropriate.
- F. Non-Intercompany Settlement System (NICS) is the Telcordia system that calculates non-intercompany settlements amounts due from one company to another within the same RBOC region. It includes credit card, third number and collect messages.

- G. Revenue Accounting Office (RAO) Status Company is a local exchange company/alternate local exchange company that has been assigned a unique RAO code. Message data exchanged among RAO status companies is grouped (i.e. packed) according to From/To/Bill RAO combinations.

### SECTION 3. RESPONSIBILITIES OF THE PARTIES

- 3.1 RAO Hosting, CATS and NICS services provided to (THE CLP) by BellSouth will be in accordance with the methods and practices regularly adopted and applied by BellSouth to its own operations during the term of this Agreement, including such revisions as may be made from time to time by BellSouth.
- 3.2 (THE CLP) shall furnish all relevant information required by BellSouth for the provision of RAO Hosting, CATS and NICS.

### SECTION 4. COMPENSATION ARRANGEMENTS

- 4.1 Applicable compensation amounts will be billed by BellSouth to (THE CLP) on a monthly basis in arrears. Amounts due from one party to the other (excluding adjustments) are payable within thirty (30) days of receipt of the billing statement.

### SECTION 5. ASSOCIATED EXHIBITS

- 5.1 Listed below are the exhibits associated with this Agreement.

Exhibit A      Message Distribution Service (RAO Hosting)

Exhibit B      Intercompany Settlements (CATS and NICS)

- 5.2 From time to time by written agreement of the parties, new Exhibits may be substituted for the attached Exhibits, superseding and canceling the Exhibits then in effect.

SECTION 6. TERM OF AGREEMENT

6.1 This agreement is effective \_\_\_\_\_ and will continue in force until terminated, with or without cause, by thirty (30) days prior notice in writing from either party to the other. This Agreement may be amended from time to time upon written agreement of the parties.

Executed this \_\_\_\_\_ day of \_\_\_\_\_, 2000.

WITNESS: (THE CLP)

\_\_\_\_\_  
\_\_\_\_\_  
(title)

WITNESS: BELLSOUTH TELECOMMUNICATIONS,INC

\_\_\_\_\_  
\_\_\_\_\_  
(title)

## Exhibit A

## SECTION 1. SCOPE OF EXHIBIT

- 1.1 This exhibit specifies the terms and conditions, including compensation, under which BellSouth shall provide message distribution service to (THE CLP). As described herein, message distribution service includes the following:
- 1) Message Forwarding to Intraregion LEC/CLP - function of receiving a (THE CLP) message and forwarding the message to another LEC/CLP in the BellSouth region.
  - 2) Message Forwarding to CMDS - function of receiving a (THE CLP) message and forwarding that message on to CMDS.
  - 3) Message Forwarding from CMDS - function of receiving a message from CMDS and forwarding that message to (THE CLP).

## SECTION 2. RESPONSIBILITIES OF THE PARTIES

- 2.1 An CLP that is CMDS hosted by BellSouth must have its own unique hosted RAO code. Requests for establishment of RAO status where BellSouth is the selected CMDS interfacing host, require written notification from (THE CLP) to BellSouth at least six (6) weeks prior to the proposed effective date. The proposed effective date will be mutually agreed upon between the parties with consideration given to time necessary for the completion of required Telcordia functions. BellSouth will request the assignment of an RAO code from its connecting contractor, currently Telcordia, on behalf of (THE CLP) and will coordinate all associated conversion activities.
- 2.2 BellSouth will receive messages from (THE CLP) that are to be processed by BellSouth, another LEC/CLP in the BellSouth region or a LEC outside the BellSouth region.
- 2.3 BellSouth will perform invoice sequence checking, standard EMI format editing, and balancing of message data with the EMI trailer record counts on all data received from (THE CLP).
- 2.4 All data received from (THE CLP) that is to be processed or billed by another LEC/CLP within the BellSouth region will be distributed to that LEC/CLP in accordance with the agreement(s) which may be in effect between BellSouth and the involved LEC/CLP.



- 2.5 All data received from (THE CLP) that is to be placed on the CMDS network for distribution outside the BellSouth region will be handled in accordance with the agreement(s) which may be in effect between BellSouth and its connecting contractor (currently Telcordia).
- 2.6 BellSouth will receive messages from the CMDS network that are destined to be processed by (THE CLP) and will forward them to (THE CLP) on a daily basis.
- 2.7 Transmission of message data between BellSouth and (THE CLP) will be via electronic data transmission.
- 2.8 All messages and related data exchanged between BellSouth and (THE CLP) will be formatted in accordance with accepted industry standards for EMI formatted records and packed between appropriate EMI header and trailer records, also in accordance with accepted industry standards.
- 2.9 (THE CLP) will ensure that the recorded message detail necessary to recreate files provided to BellSouth will be maintained for back-up purposes for a period of three (3) calendar months beyond the related message dates.
- 2.10 Should it become necessary for (THE CLP) to send data to BellSouth more than sixty (60) days past the message date(s), (THE CLP) will notify BellSouth in advance of the transmission of the data. If there will be impacts outside the BellSouth region, BellSouth will work with its connecting contractor and (THE CLP) to notify all affected parties.
- 2.11 In the event that data to be exchanged between the two parties should become lost or destroyed, both parties will work together to determine the source of the problem. Once the cause of the problem has been jointly determined and the responsible party (BellSouth or (THE CLP)) identified and agreed to, the company responsible for creating the data (BellSouth or (THE CLP)) will make every effort to have the affected data restored and retransmitted. If the data cannot be retrieved, the responsible party will be liable to the other party for any resulting lost revenue. Lost revenue may be a combination of revenues that could not be billed to the end users and associated access revenues. Both parties will work together to estimate the revenue amount based upon historical data through a method mutually agreed upon. The resulting estimated revenue loss will be paid by the responsible party to the other party within three (3) calendar months of the date of problem resolution, or as mutually agreed upon by the parties.

- 2.12 Should an error be detected by the EMI format edits performed by BellSouth on data received from (THE CLP), the entire pack containing the affected data will not be processed by BellSouth. BellSouth will notify (THE CLP) of the error condition. (THE CLP) will correct the error(s) and will resend the entire pack to BellSouth for processing. In the event that an out-of-sequence condition occurs on subsequent packs, (THE CLP) will resend these packs to BellSouth after the pack containing the error has been successfully reprocessed by BellSouth.
- 2.13 In association with message distribution service, BellSouth will provide (THE CLP) with associated intercompany settlements reports (CATS and NICS) as appropriate.
- 2.14 In no case shall either party be liable to the other for any direct or consequential damages incurred as a result of the obligations set out in this agreement.

### SECTION 3. COMPENSATION

- 3.1 For message distribution service provided by BellSouth for (THE CLP), BellSouth shall receive the following as compensation:

Rate Per Message	\$0.004
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- 3.2 For data transmission associated with message distribution service, BellSouth shall receive the following as compensation:

Rate Per Message	\$0.001
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- 3.3 Data circuits (private line or dial-up) will be required between BellSouth and (THE CLP) for the purpose of data transmission. Where a dedicated line is required, (THE CLP) will be responsible for ordering the circuit, overseeing its installation and coordinating the installation with BellSouth. (THE CLP) will also be responsible for any charges associated with this line. Equipment required on the BellSouth end to attach the line to the mainframe computer and to transmit successfully ongoing will be negotiated on a case by case basis. Where a dial-up facility is required, dial circuits will be installed in the BellSouth data center by BellSouth and the associated charges assessed to (THE CLP). Additionally, all message toll charges associated with the use of the dial circuit by (THE CLP) will be the responsibility of (THE CLP). Associated equipment on the BellSouth end, including a modem, will be negotiated on a case by case basis between the parties.
- 3.4 All equipment, including modems and software, that is required on the (THE CLP) end for the purpose of data transmission will be the responsibility of (THE CLP).

## Exhibit B

## SECTION 1. SCOPE OF EXHIBIT

- 1.1 This Exhibit specifies the terms and conditions, including compensation, under which BellSouth and (THE CLP) will compensate each other for Intercompany Settlements (ICS) messages. It includes the settlement of revenues associated with traffic originated from or billed by (THE CLP) as a facilities based provider of local exchange telecommunications services outside the BellSouth region. Only traffic that originates in one Bell operating territory and bills in another Bell operating territory is included in this Agreement. Traffic that originates and bills within the same Bell operating territory will be settled on a local basis between (THE CLP) and the involved company(ies).
- 1.2 Both traffic that originates outside the BellSouth region by (THE CLP) and is billed within the BellSouth region, and traffic that originates within the BellSouth region and is billed outside the BellSouth region by (THE CLP), is covered by this Agreement.
- 1.3 Once (THE CLP) is operating within the BellSouth territory, both BellSouth and (THE CLP) agree that revenues associated with calls originated and billed within the BellSouth region will be settled via Telcordia's, its successor or assign, NICS system.

## SECTION 2. RESPONSIBILITIES OF THE PARTIES

- 2.1 BellSouth will receive the monthly Calling Card and Third Number Settlement System (CATS) reports from Telcordia, its successor or assign, on behalf of (THE CLP). BellSouth will distribute copies of these reports to (THE CLP) on a monthly basis.

## SECTION 3. COMPENSATION

- 3.1 BellSouth will collect the revenue earned by (THE CLP) from the Bell operating company in whose territory the messages are billed, less a per message billing and collection fee of five cents (\$0.05), on behalf of (THE CLP). BellSouth will remit the revenue billed by (THE CLP) to the Bell operating company in whose territory the messages originated, less a per message billing and collection fee of five cents (\$0.05), on behalf on (THE CLP). These two amounts will be netted together by BellSouth and the resulting charge or credit issued to (THE CLP) via a monthly Carrier Access Billing System (CABS) miscellaneous bill.

BellSouth and (THE CLP) agree that monthly netted amounts of less than

fifty dollars (\$50.00) will not be settled.

**1.0 Line Information Database (LIDB):**

BellSouth will store in its LIDB only records relating to service in the BellSouth region.

**1.1 Definition**

The Line Information Database (LIDB) is a transaction-oriented database accessible through Common Channel Signaling (CCS) networks. It contains records associated with customer Line Numbers and Special Billing Numbers. LIDB accepts queries from other Network Elements and provides appropriate responses. The query originator need not be the owner of LIDB data. LIDB queries include functions such as screening billed numbers that provides the ability to accept Collect or Third Number Billing calls and validation of Telephone Line Number based non-proprietary calling cards. The interface for the LIDB functionality is the interface between BellSouth CCS network and other CCS networks. LIDB also interfaces to administrative systems.

**1.2 Technical Requirements:**

1.2.1 BellSouth also will offer to CLP any additional capabilities that are developed for LIBD during the life of this Agreement.

1.2.2 BellSouth shall process CLP's Customer records in LIDB at least at parity with BellSouth customer records, with respect to other LIDB functions. BellSouth shall indicate to CLP what additional functions (if any) are performed by LIDB in the BellSouth network.

1.2.3 Within two (2) weeks after a request by CLP, BellSouth shall provide CLP with a list of the customer data items which CLP would have to provide in order to support each required LIDB function. The list shall indicate which data items are essential to LIDB function, and which are required only to support certain services. For each data item, the list shall show the data formats, the acceptable values of the data item and the meaning of those values.

1.2.4 BellSouth shall provide LIDB systems for which operating deficiencies that would result in calls being blocked, shall not exceed 30 minutes per year.

1.2.5 BellSouth shall provide LIDB systems for which operating deficiencies that would not result in calls being blocked shall not exceed 12 hours per year.

- 1.2.6 BellSouth shall provide LIDB systems for which the LIDB function shall be in overload no more than 12 hours per year.
- 1.2.7 All additions, updates and deletions of CLP data to the LIDB shall be solely at the direction of CLP. Such direction from CLP will not be required where the addition, update or deletion is necessary to perform standard fraud control measures (e.g., calling card auto-deactivation).
- 1.2.8 BellSouth shall provide priority updates to LIDB for CLP data upon CLP's request (e.g., to support fraud detection), via password-protected telephone card, facsimile, or electronic mail within one hour of notice from the established BellSouth contact.
- 1.2.9 BellSouth shall provide LIDB systems such that no more than 0.01% of CLP customer records will be missing from LIDB, as measured by CLP audits. BellSouth will audit CLP records in LIDB against DBAS to identify record mis-matches and provide this data to a designated CLP contact person to resolve the status of the records and BellSouth will update system appropriately. BellSouth will refer record of mis-matches to CLP within one business day of audit. Once reconciled records are received back from CLP, BellSouth will update LIDB the same business day if less than 500 records are received before 1:00PM Central Time. If more than 500 records are received, BellSouth will contact CLP to negotiate a time frame for the updates, not to exceed three business days.
- 1.2.10 BellSouth shall perform backup and recovery of all of CLP's data in LIDB including sending to LIDB all changes made since the date of the most recent backup copy, in at least the same time frame BellSouth performs backup and recovery of BellSouth data in LIDB for itself. Currently, BellSouth performs backups of the LIDB for itself on a weekly basis and when a new software release is scheduled, a backup is performed prior to loading the new release.
- 1.2.11 BellSouth shall provide CLP with LIDB reports of data which are missing or contain errors, as well as any misroute errors, within a reason time period as negotiated between CLP and BellSouth.
- 1.2.12 BellSouth shall prevent any access to or use of CLP data in LIDB by BellSouth personnel that are outside of established administrative and fraud control personnel, or by any other party that is not authorized by CLP in writing.
- 1.2.13.1 BellSouth shall provide CLP performance of the LIDB Data Screening function, which allows a LIDB to completely or partially deny specific query originators access to LIDB data owned by

specific data owners, for Customer Data that is part of an NPA-NXX or RAO-0/1XX wholly or partially owned by CLP at least at parity with BellSouth Customer Data. BellSouth shall obtain from CLP the screening information associated with LIDB Data Screening of CLP data in accordance with this requirement. BellSouth currently does not have LIDB Data Screening capabilities. When such capability is available, BellSouth shall offer it to CLP under the Bona Fide Request process.

- 1.2.14 BellSouth shall accept queries to LIDB associated with CLP customer records, and shall return responses in accordance with industry standards.
- 1.2.15 BellSouth shall provide mean processing time at the LIDB within 0.50 seconds under normal conditions as defined in industry standards.
- 1.2.16 BellSouth shall provide processing time at the LIDB within 1 second for 99% of all messages under normal conditions as defined in industry standards.

### 1.3 **Interface Requirements**

- 1.3.1 BellSouth shall offer LIDB in accordance with the requirements of this subsection.
- 1.3.2 The interface to LIDB shall be in accordance with the technical references contained herein.
- 1.3.3 The CCS interface to LIDB shall be the standard interface described herein.
- 1.3.4 The LIDB Data Base interpretation of the ANSI-TCAP messages shall comply with the technical references herein. Global Title Translation shall be maintained in the signaling network in order to support signaling network routing to the LIDB.

**LINE INFORMATION DATA BASE (LIDB)  
STORAGE AGREEMENT**

This Agreement, effective as of \_\_\_\_\_, 20\_\_\_\_,  
is entered into by and between BellSouth Telecommunications, Inc. ("BST"), a Georgia  
corporation, and \_\_\_\_\_ ("Local Exchange  
Company"), a \_\_\_\_\_ corporation and their fully authorized  
officers.

WHEREAS, in consideration of the mutual covenants, agreements and  
obligations set forth below, the parties hereby agree as follows:

**I. SCOPE**

A. This Agreement sets forth the terms and conditions pursuant to which BST  
agrees to store in its LIDB certain information at the request of the Local Exchange  
Company and pursuant to which BST, its LIDB customers and Local Exchange Carrier  
shall have access to such information. Local Exchange Carrier understands that BST  
provides access to information in its LIDB to various telecommunications service  
providers pursuant to applicable tariffs and agrees that information stored at the request  
of Local Exchange Carrier, pursuant to this Agreement, shall be available to those  
telecommunications service providers. The terms and conditions contained in the  
attached Addendum No. 1 are hereby made a part of this Agreement as if fully  
incorporated herein.



B. LIDB is accessed for the following purposes:

1. Billed Number Screening
2. Calling Card Validation
3. Fraud Control

C. BST will provide seven days per week, 24 hours per day, Fraud monitoring on Calling Cards, bill-to-third and collect calls made to numbers in BST's LIDB, provided that such information is included in the LIDB query. BST will establish fraud alert thresholds and will notify the CLP of fraud alerts so that the CLP may take action it deems appropriate. Local Exchange Company understands and agrees BST will administer all data stored in the LIDB, including the data provided by Local Exchange Company pursuant to this Agreement, in the same manner as BST's data for BST's end user customers. BST shall not be responsible to Local Exchange Company for any lost revenue which may result from BST's administration of the LIDB pursuant to its established practices and procedures as they exist and as they may be changed by BST in its sole discretion from time to time.

Local Exchange Company understands that BST currently has in effect numerous billing and collection agreements with various interexchange carriers and billing clearing houses. Local Exchange Company further understands that these billing and collection customers of BST query BST's LIDB to determine whether to accept various billing options from end users. Additionally, Local Exchange Company understands that presently BST has no method to differentiate between BST's own billing and line data in the LIDB and such data which it includes in the LIDB on Local Exchange Company's behalf pursuant to this Agreement. Therefore, until such time as BST can and does

implement in its LIDB and its supporting systems the means to differentiate Local Exchange Company's data from BST's data and the parties to this Agreement execute appropriate amendments hereto, the following terms and conditions shall apply:

(a) The Local Exchange Company agrees that it will accept responsibility for telecommunications services billed by BST for its billing and collection customers for Local Exchange Customer's end user accounts which are resident in LIDB pursuant to this Agreement. Local Exchange Company authorizes BST to place such charges on Local Exchange Company's bill from BST and agrees that it shall pay all such charges. Charges for which Local Exchange Company hereby takes responsibility include, but are not limited to, collect and third number calls.

(b) Charges for such services shall appear on a separate BST bill page identified with the name of the entity for which BST is billing the charge.

(c) Local Exchange Company shall have the responsibility to render a billing statement to its end users for these charges, but Local Exchange Company's obligation to pay BST for the charges billed shall be independent of whether Local Exchange Company is able or not to collect from the Local Exchange Company's end users.

(d) BST shall not become involved in any disputes between Local Exchange Company and the entities for which BST performs billing and collection. BellSouth will not issue adjustments for charges billed on behalf of an entity to Local Exchange Company. It shall be the responsibility of the Local Exchange Company and the other entity to negotiate and arrange for any appropriate adjustments.

## II. TERM

This Agreement will be effective as of \_\_\_\_\_, 20 \_\_\_\_, and will continue in effect for one year, and thereafter may be continued until terminated by either party upon thirty (30) days written notice to the other party.

### **III. FEES FOR SERVICE AND TAXES**

A. The Local Exchange Company will not be charged a fee for storage services provided by BST to the Local Exchange Company, as described in Section I of this Agreement.

B. Sales, use and all other taxes (excluding taxes on BST's income) determined by BST or any taxing authority to be due to any federal, state or local taxing jurisdiction with respect to the provision of the service set forth herein will be paid by the Local Exchange Company. The Local Exchange Company shall have the right to have BST contest with the imposing jurisdiction, at the Local Exchange Company's expense, any such taxes that the Local Exchange Company deems are improperly levied.

### **IV. INDEMNIFICATION**

To the extent not prohibited by law, each party will indemnify the other and hold the other harmless against any loss, cost, claim, injury, or liability relating to or arising out of negligence or willful misconduct by the indemnifying party or its agents or contractors in connection with the indemnifying party's provision of services, provided, however, that any indemnity for any loss, cost, claim, injury or liability arising out of or relating to errors or omissions in the provision of services under this Agreement shall be limited as otherwise specified in this Agreement. The indemnifying party under this Section agrees to defend any suit brought against the other party for any such loss, cost, claim, injury or liability. The indemnified party agrees to notify the other party promptly,

in writing, of any written claims, lawsuits, or demands for which the other party is responsible under this Section and to cooperate in every reasonable way to facilitate defense or settlement of claims. The indemnifying party shall not be liable under this Section for settlement by the indemnified party of any claim, lawsuit, or demand unless the defense of the claim, lawsuit, or demand has been tendered to it in writing and the indemnifying party has unreasonably failed to assume such defense.

#### **V. LIMITATION OF LIABILITY**

Neither party shall be liable to the other party for any lost profits or revenues or for any indirect, incidental or consequential damages incurred by the other party arising from this Agreement or the services performed or not performed hereunder, regardless of the cause of such loss or damage.

#### **VI. MISCELLANEOUS**

A. It is understood and agreed to by the parties that BST may provide similar services to other companies.

B. All terms, conditions and operations under this Agreement shall be performed in accordance with, and subject to, all applicable local, state or federal legal and regulatory tariffs, rulings, and other requirements of the federal courts, the U. S. Department of Justice and state and federal regulatory agencies. Nothing in this Agreement shall be construed to cause either party to violate any such legal or regulatory requirement and either party's obligation to perform shall be subject to all such requirements.

C. The Local Exchange Company agrees to submit to BST all advertising, sales promotion, press releases, and other publicity matters relating to this Agreement

wherein BST's corporate or trade names, logos, trademarks or service marks or those of BST's affiliated companies are mentioned or language from which the connection of said names or trademarks therewith may be inferred or implied; and the Local Exchange Company further agrees not to publish or use advertising, sales promotions, press releases, or publicity matters without BST's prior written approval.

D. This Agreement constitutes the entire agreement between the Local Exchange Company and BST which supersedes all prior agreements or contracts, oral or written representations, statements, negotiations, understandings, proposals and undertakings with respect to the subject matter hereof.

E. Except as expressly provided in this Agreement, if any part of this Agreement is held or construed to be invalid or unenforceable, the validity of any other Section of this Agreement shall remain in full force and effect to the extent permissible or appropriate in furtherance of the intent of this Agreement.

F. Neither party shall be held liable for any delay or failure in performance of any part of this Agreement for any cause beyond its control and without its fault or negligence, such as acts of God, acts of civil or military authority, government regulations, embargoes, epidemics, war, terrorist acts, riots, insurrections, fires, explosions, earthquakes, nuclear accidents, floods, strikes, power blackouts, volcanic action, other major environmental disturbances, unusually severe weather conditions, inability to secure products or services of other persons or transportation facilities, or acts or omissions of transportation common carriers.

G. This Agreement shall be deemed to be a contract made under the laws of the State of Georgia, and the construction, interpretation and performance of this

Agreement and all transactions hereunder shall be governed by the domestic law of such  
State.

**IN WITNESS WHEREOF**, the parties have caused this Agreement to be executed by  
their fully authorized officers.

BELLSOUTH TELECOMMUNICATIONS, INC.

By: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

THE LOCAL EXCHANGE COMPANY

By: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

*(Resale)*

**ADDENDUM NO. 1  
TO LINE INFORMATION DATA BASE (LIDB)  
STORAGE AGREEMENT**

This Addendum No. 1 to the Line Information Data Base Storage Agreement dated \_\_\_\_\_, 20\_\_, between BellSouth Telecommunications, Inc. ("BST"), and \_\_\_\_\_ ("Local Exchange Company"), effective the \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

**I. GENERAL**

This Addendum sets forth the terms and conditions for Local Exchange Company's provision of billing number information to BST for inclusion in BST's LIDB. BST will store in its LIDB the billing number information provided by Local Exchange Company, and BST will provide responses to on-line, call-by-call queries to this information for purposes specified in Section I.B. of the Agreement.

**II. DEFINITIONS**

A. Billing number - a number used by BST for the purpose of identifying an account liable for charges. This number may be a line or a special billing number.

B. Line number - a ten digit number assigned by BST that identifies a telephone line associated with a resold local exchange service, or with a SPNP arrangement.

C. Special billing number - a ten digit number that identifies a billing account established by BST in connection with a resold local exchange service or with a SPNP arrangement.

D. Calling Card number - a billing number plus PIN number assigned by BST.

E. PIN number - a four digit security code assigned by BST which is added to a billing number to compose a fourteen digit calling card number.

F. Toll billing exception indicator - associated with a billing number to indicate that it is considered invalid for billing of collect calls or third number calls or both, by the Local Exchange Company.

G. Billed Number Screening - refers to the activity of determining whether a toll billing exception indicator is present for a particular billing number.

H. Calling Card Validation - refers to the activity of determining whether a particular calling card number exists as stated or otherwise provided by a caller.

I. Billing number information - information about billing number or Calling Card number as assigned by BST and toll billing exception indicator provided to BST by the Local Exchange Company.

### **III. RESPONSIBILITIES OF PARTIES**

A. BST will include billing number information associated with resold exchange lines or SPNP arrangements in its LIDB. The Local Exchange Company will request any toll billing exceptions via the Local Service Request (LSR) form used to



order resold exchange lines, or the SPNP service request form used to order SPNP arrangements.

B. Under normal operating conditions, BST shall include the billing number information in its LIDB upon completion of the service order establishing either the resold local exchange service or the SPNP arrangement, provided that BST shall not be held responsible for any delay or failure in performance to the extent such delay or failure is caused by circumstances or conditions beyond BST's reasonable control. BST will store in its LIDB an unlimited volume of the working telephone numbers associated with either the resold local exchange lines or the SPNP arrangements. For resold local exchange lines or for SPNP arrangements, BST will issue line-based calling cards only in the name of Local Exchange Company. BST will not issue line-based calling cards in the name of Local Exchange Company's individual end users. In the event that Local Exchange Company wants to include calling card numbers assigned by the Local Exchange Company in the BST LIDB, a separate agreement is required.

C. BST will provide responses to on-line, call-by-call queries to the stored information for the specific purposes listed in the next paragraph.

D. BST is authorized to use the billing number information to perform the following functions for authorized users on an on-line basis:

1. Validate a 14 digit Calling Card number where the first 10 digits are a line number or special billing number assigned by BST, and where the last four digits (PIN) are a security code assigned by BST.

2. Determine whether the Local Exchange Company has identified the billing number as one which should not be billed for collect or third number calls, or both.

#### IV. COMPLIANCE

Unless expressly authorized in writing by the Local Exchange Company, all billing number information provided pursuant to this Addendum shall be used for no purposes other than those set forth in this Addendum.

IN WITNESS WHEREOF, the parties have caused this Addendum to be executed by their fully authorized officers.

BELLSOUTH TELECOMMUNICATIONS, INC.

By: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

THE LOCAL EXCHANGE COMPANY

By: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

*(Facilities Based)*

**ADDENDUM NO. 2**  
**TO LINE INFORMATION DATA BASE (LIDB)**  
**STORAGE AGREEMENT**

This Addendum No. 1 to the Line Information Data Base Storage Agreement  
dated \_\_\_\_\_, 20\_\_, between BellSouth  
Telecommunications, Inc. ("BST"), and

\_\_\_\_\_  
("Local Exchange Company"), effective the \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

**I. GENERAL**

This Addendum sets forth the terms and conditions for Local Exchange  
Company's provision of billing number information to BST for inclusion in BST's LIDB.  
BST will store in its LIDB the billing number information provided by Local Exchange  
Company, and BST will provide responses to on-line, call-by-call queries to this  
information for purposes specified in Section I.B. of the Agreement.

**II. DEFINITIONS**

A. Billing number - a number that the Local Exchange Company creates for  
the purpose of identifying an account liable for charges. This number may be a line or a  
special billing number.

B. Line number - a ten digit number that identifies a telephone line  
administered by the Local Exchange Company.

C. Special billing number - a ten digit number that identifies a billing account  
established by the Local Exchange Company.

- D. Calling Card number - a billing number plus PIN number.
- E. PIN number - a four digit security code assigned by the Local Exchange Company which is added to a billing number to compose a fourteen digit calling card number.
- F. Toll billing exception indicator - associated with a billing number to indicate that it is considered invalid for billing of collect calls or third number calls or both, by the Local Exchange Company.
- G. Billed Number Screening - refers to the activity of determining whether a toll billing exception indicator is present for a particular billing number.
- H. Calling Card Validation - refers to the activity of determining whether a particular calling card number exists as stated or otherwise provided by a caller.
- I. Billing number information - information about billing number, Calling Card number and toll billing exception indicator provided to BST by the Local Exchange Company.

### **III. RESPONSIBILITIES OF PARTIES**

- A. The Local Exchange Company will provide its billing number information to BST's LIDB each business day by a method that has been mutually agreed upon by both parties.
- B. BST will store in its LIDB the billing number information provided by the Local Exchange Company. Under normal operating conditions, BST shall include the Local Exchange Company's billing number information in its LIDB no later than two business days following BST's receipt of such billing number information, provided that

BST shall not be held responsible for any delay or failure in performance to the extent such delay or failure is caused by circumstances or conditions beyond BST's reasonable control. BST will store in its LIDB an unlimited volume of the Local Exchange Company's working telephone numbers.

C. BST will provide responses to on-line, call-by-call queries to the stored information for the specific purposes listed in the next paragraph.

D. BST is authorized to use the billing number information provided by the Local Exchange Company to perform the following functions for authorized users on an on-line basis:

1. Validate a 14 digit Calling Card number where the first 10 digits are a line number or special billing number assigned by the Local Exchange Company, and where the last four digits (PIN) are a security code assigned by the Local Exchange Company.

2. Determine whether the Local Exchange Company or the subscriber has identified the billing number as one which should not be billed for collect or third number calls, or both.

E. The Local Exchange Company will provide its own billing number information to BST for storage and to be used for Billed Number Screening and Calling Card Validation. The Local Exchange Company will arrange and pay for transport of updates to BST.

**IV. COMPLIANCE**

Unless expressly authorized in writing by the Local Exchange Company, all billing number information provided pursuant to this Addendum shall be used for no purposes other than those set forth in this Addendum.

IN WITNESS WHEREOF, the parties have caused this Addendum to be executed by their fully authorized officers.

BELLSOUTH TELECOMMUNICATIONS, INC.

By: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

THE LOCAL EXCHANGE COMPANY

By: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

## Conversion from INP to PNP.

Once a long-term database method of providing Local Number Portability (PNP) is implemented in an end office, with advance written notice, neither Party shall provide new number portability arrangements in that end office using interim number portability (INP). The official notice advising an end office is now PNP compatible will be as posted in the LERG 45 days in advance of the ready to port date of that office. Advance notice of PNP implementation for all BellSouth end offices is also posted on the Interconnection web site. The LERG posting for PNP eligibility date will begin the transition from INP to PNP for all INP services.. The transition from existing INP arrangements to PNP shall occur within one hundred twenty (120) days from the date PNP is implemented in the end office or as mutually agreed to by both Parties during the transition period. BellSouth will provision Local Service Requests for INP with due dates contained prior to the end office implementation date. Requests for INP with due dates on or after the PNP implementation date will be returned to the requesting Party for subsequent submission as PNP. Neither Party shall charge the other Party for conversion from INP to PNP. The Parties shall comply with any INP/PNP transition processes established by the FCC and State Commissions and appropriate industry number portability work groups. BellSouth and CLP will work cooperatively in the submission of transition orders to ensure that end user outage during the conversion is minimal. Ordering guidelines for PNP can be found on the web and are contained in the

Notwithstanding the foregoing, the Parties acknowledge that the FCC has determined once PNP has been deployed pursuant to the FCC's orders, rules and regulations, that all local exchange carriers (LECs) have the duty to provide PNP. Therefore, either Party, at any time, may seek appropriate legal or regulatory relief concerning the transition from INP to PNP or other related issues.

### 1.2 Conversion Policy

#### 1.3 BellSouth implemented the conversion of Interim Number Portability (INP) to Local Number Portability (PNP) as follows:

- Conversion of INP numbers to PNP is handled as a project and as such will be coordinated by a BellSouth project manager to ensure timely conversion of all INP to PNP accounts.
- All INP numbers in PNP capable switches will be converted to PNP within 120 days after the office is PNP capable.
- BellSouth will continue to offer INP until the completion date of PNP for the wire center.

### 1.2.1 Conversion Schedule

The schedule to implement PNP in the 21 MSAs in the BellSouth region is as mandated by the FCC may be viewed by accessing the Carrier Notification Web site. The notification also outlines the conversion schedule for all of BellSouth's switches.

#### Specific Conversion activities

The BellSouth Account Team contacts each CLP with INP accounts to negotiate a conversion schedule.

During the 120 day conversion period for each MSA, the Local Carrier Service Center (LCSC) will provide special handling for the requests to convert INP to PNP. These requests will be logged by a project manager and project managed to ensure end user service outage is minimal. Unless listing changes are requested, the CLPs may use a specially designed form provided by the project manager or account team in lieu of the Local Service Request (LSR), End User (EU), and Number Portability (NP) forms.

If changes are to be made to the INP account, the LSR should follow the normal process flow for ordering instead of the INP to PNP conversion plan.

#### FOC

During the conversion period, if a CLP uses the request form in lieu of the LSR, the form will include provisions for providing a manual FOC. If the request is submitted electronically, the FOC will be sent back to the CLP an electronic FOC.

### 1.3 Routing of Calls to the LRN

Trigger orders are not used for INP telephone numbers. Once the activate message is sent to the Number Portability Administration Center (NPAC) by the new service provider, (with exception of the end user's serving wire center) incoming calls are routed to the new provider. Calls from within the end user's servicing wire center will not route to the new Local Routing Number (LRN) until the porting D order processes.

#### Permanent Number Solution

- 2.1 The FCC, the Commissions and industry forums have developed a permanent approach to providing service provider number portability and BellSouth is working to implement Local Number



Portability ("PNP"). Both Parties agree to implement a permanent approach as developed and approved by the Commission, the FCC and industry forums. Consistent with the requirements to move to PNP, interim Service Provider Number Portability ("SPNP") is available pursuant to this attachment.

2.2 BellSouth and CLP will adhere to the process flows and cutover guidelines outlined in "The Local Number Portability Ordering Guide for CLPs, which may be found on the web at <http://www.interconnection.bellsouth.com/guides/guides.html>.

2.2.1 BellSouth and CLP will work cooperatively to implement changes to PNP process flows ordered by the FCC or as recommended by standard industry forums addressing PNP.

2.2.2 Both Parties shall cooperate in the process of porting numbers from one carrier to another so as to limit service outage for the ported subscriber. BellSouth will set LRN unconditional or 10-digit triggers where applicable, which should ensure no interruption to the end user. Where triggers are set, BellSouth removes the ported number at the same time the trigger is removed.

2.2.3 For porting of numbers where triggers are not set, the Parties shall coordinate the porting of the number between service providers so as to minimize service interruptions to the end user.

2.2.4 BellSouth will provide ordering support for CLP's PNP requests Monday through Friday 8:00 AM until 8:00 PM EST. BellSouth normal hours of operation for provisioning support are defined in Attachment 6. Ordering and provisioning support required by CLP outside of these hours will be considered outside of normal business hours and will be subject to overtime billing. For stand alone PNP where LRN unconditional or 10-digit triggers are set, CLP may port numbers during times that are supported by the Number Portability Administration Center (NPAC) 24 hours a day 7 days a week. BellSouth will provide maintenance assistance to CLP 24 hours a day 7 days a week to resolve issues arising from the porting of numbers for problems isolated to the BellSouth network.

- 2.2.5 Performance Measurements for BellSouth providing PNP are located in Attachment 11 to this Agreement, incorporated herein by this reference.
- 2.3 BellSouth will use best efforts to update switch translations, where necessary, in time frames that are consistent with the time frames BellSouth's end users experience or as offered to other CLPs.
- 2.4 CLP may request deployment of PNP according to and pursuant to the rules and regulations set forth in 47 CFR § 52.23.
- 2.5 End User Line Charge. Recovery of charges associated with implementing PNP through a monthly charge assessed to end users has been authorized by the FCC. This end user line charge will be as filed in BellSouth's FCC Tariff No. 1 and will be billed to CLP where CLP is a subscriber to local switching or where CLP is a reseller of BellSouth telecommunications services. This charge will not be discounted.

**Wholesale Discount**

The following percentage discounts apply to BellSouth retail services as set out in Section XIV of this Statement.

Residential Services	21.5%
Business Services	17.6%

**Physical Collocation**  
**Master Agreement**

**BELLSOUTH  
PHYSICAL COLLOCATION  
MASTER AGREEMENT**

THIS AGREEMENT, made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between BellSouth Telecommunications, Inc., ("BellSouth") a corporation organized and existing under the laws of the State of Georgia, and \_\_\_\_\_, ("CLP-1") a (corporation) organized and existing under the laws of \_\_\_\_\_;

**W I T N E S S E T H**

WHEREAS, CLP-1 is a telecommunications carrier and wishes to occupy BellSouth Central Office Collocation Space as defined herein for the purpose of interconnection to BellSouth's facilities;

WHEREAS, BellSouth has space available in its Central Office(s) which CLP-1 desires to utilize; and

WHEREAS, BellSouth is willing to make such space available to CLP-1 within its Central Office(s) subject to all terms and conditions of this Agreement;

NOW THEREFORE, in consideration of the mutual agreements and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

**1. Scope of Agreement**

- 1.1 Scope of Agreement. The terms and conditions contained within this Agreement and the rates in Attachment A to the SGAT shall only apply when CLP-1 is physically collocated as a sole occupant or as a Host within a Premises location pursuant to this Agreement. BellSouth Premises include BellSouth Central Offices and Serving Wire Centers (hereinafter "Premises"). This Agreement is applicable to Premises owned or leased by BellSouth. However, if the Premises occupied by BellSouth is leased by BellSouth from a third party, special considerations and intervals may apply in addition to the terms and conditions of this Agreement.
- 1.2 Right to Occupy. BellSouth shall offer to CLP-1 collocation on rates, terms, and conditions that are just, reasonable, non-discriminatory and consistent with the rules of the Federal Communications Commission ("FCC"). Subject to the terms and conditions of this Agreement and the rates contained in Attachment A to the SGAT where space is available and it is technically feasible, BellSouth will allow CLP-1 to occupy that certain area designated by BellSouth within a BellSouth Premises, or on BellSouth property upon which the BellSouth

Premises is located, of a size which is specified by CLP-1 and agreed to by BellSouth (hereinafter "Collocation Space"). The necessary rates, terms and conditions for BellSouth locations other than BellSouth Premises shall be negotiated upon request for collocation at such location(s).

1.2.1 Neither BellSouth nor any of BellSouth's affiliates may reserve space for future use on more preferential terms than those set forth below.

1.2.1.1 In North Carolina the size specified by CLP-1 may contemplate a request for space sufficient to accommodate CLP-1's growth within a two-year period.

1.3 Space Reclamation. In the event of space exhaust within a Central Office Premises, BellSouth may include in its documentation for the Petition for Waiver filing any unutilized space in the Central Office Premises. CLP-1 will be responsible for any justification of unutilized space within its space, if such justification is required by the appropriate state commission.

1.4 Use of Space. CLP-1 shall use the Collocation Space for the purposes of installing, maintaining and operating CLP-1's equipment (to include testing and monitoring equipment) necessary for interconnection with BellSouth services and facilities or for accessing BellSouth unbundled network elements for the provision of telecommunications services. The Collocation Space may be used for no other purposes except as specifically described herein or in any amendment hereto.

1.5 Rates and Charges. CLP-1 agrees to pay the rates and charges identified in Attachment A to the SGAT.

1.6 Due Dates. If any due date contained in this Agreement falls on a weekend or National holiday, then the due date will be the next business day thereafter.

1.7 The parties agree to comply with all applicable federal, state, county, local and administrative laws, rules, ordinances, regulations and codes in the performance of their obligations hereunder.

## **2. Space Availability Report**

2.1 Space Availability Report. Upon request from CLP-1, BellSouth will provide a written report ("Space Availability Report") describing the space that is available for collocation and specifying the amount of Collocation Space available at the Premises requested, the number of collocators present at the Premises, any modifications in the use of the space since the last report on the Premises requested and the measures BellSouth is taking to make additional space available for collocation arrangements.

- 2.1.1 The request from CLP-1 for a Space Availability Report must be written and must include the Premises street address, located in the Local Exchange Routing Guide and Common Language Location Identification ("CLLI") code of the Premises. CLLI code information is located in the National Exchange Carriers Association (NECA) Tariff FCC No. 4.
- 2.1.2 BellSouth will respond to a request for a Space Availability Report for a particular Premises within ten (10) calendar days of receipt of such request. BellSouth will make best efforts to respond in ten (10) calendar days to such a request when the request includes from two (2) to five (5) Premises within the same state. The response time for requests of more than five (5) Premises shall be negotiated between the Parties. If BellSouth cannot meet the ten calendar day response time, BellSouth shall notify CLP-1 and inform CLP-1 of the time frame under which it can respond.

### **3. Collocation Options**

- 3.1 Cageless. BellSouth shall allow CLP-1 to collocate CLP-1's equipment and facilities without requiring the construction of a cage or similar structure. BellSouth shall allow CLP-1 to have direct access to its equipment and facilities. BellSouth shall make cageless collocation available in single bay increments. Except where CLP-1's equipment requires special technical considerations (e.g., special cable racking, isolated ground plane, etc.), BellSouth shall assign cageless Collocation Space in conventional equipment rack lineups where feasible. For equipment requiring special technical considerations, CLP-1 must provide the equipment layout, including spatial dimensions for such equipment pursuant to generic requirements contained in Telcordia GR-63-Core, and shall be responsible for compliance with all special technical requirements associated with such equipment.
- 3.1.1 At CLP-1's expense, CLP-1 may arrange with a contractor certified by BellSouth ("Certified Contractor") to construct a collocation arrangement enclosure in accordance with BellSouth's guidelines and specifications prior to starting equipment installation. BellSouth will provide guidelines and specifications upon request. Where local building codes require enclosure specifications more stringent than BellSouth's standard enclosure specification, CLP-1 and CLP-1's Certified Contractor must comply with the more stringent local building code requirements. CLP-1's Certified Contractor shall be responsible for filing and receiving any and all necessary permits and/or licenses for such construction. BellSouth shall cooperate with CLP-1 and provide, at CLP-1's expense, the documentation, including architectural drawings, necessary for CLP-1 to obtain the zoning, permits and/or other licenses. CLP-1's Certified Contractor shall bill CLP-1 directly for all work performed for CLP-1 pursuant to this Agreement and BellSouth shall have no liability for nor responsibility to pay such charges.

imposed by the CLP-1's Certified Contractor. CLP-1 must provide the local BellSouth building contact with two Access Keys used to enter the locked enclosure. Except in case of emergency, BellSouth will not access CLP-1's locked enclosure prior to notifying CLP-1. Upon request, BellSouth shall construct the enclosure for CLP-1.

- 3.1.2 BellSouth may elect to review CLP-1's plans and specifications prior to allowing construction to start to ensure compliance with BellSouth's guidelines and specifications. BellSouth shall complete its review within fifteen (15) calendar days. CLP-1 shall be able to design caged enclosures in amounts as small as sufficient to house and maintain a single rack or bay of equipment. If BellSouth reviews CLP-1's plans and specifications prior to construction, then BellSouth will have the right to inspect the enclosure after construction to make sure it is constructed according to the submitted plans and specifications. If BellSouth elects not to review CLP-1's plans and specifications prior to construction, CLP-1 will be entitled to request BellSouth to review; and in the event CLP-1 does not request a BellSouth review, BellSouth shall have the right to inspect the enclosure after construction to make sure it is constructed according to BellSouth's guidelines and specifications. BellSouth may require CLP-1 to remove or correct within seven (7) calendar days at CLP-1's expense any structure that does not meet these plans and specifications or, where applicable, BellSouth guidelines and specifications.
- 3.2 Shared (Subleased) Caged Collocation. CLP-1 may allow other telecommunications carriers to share CLP-1's caged collocation arrangement pursuant to terms and conditions agreed to by CLP-1 ("Host") and other telecommunications carriers ("Guests") and pursuant to this section, except where the BellSouth Premises is located within a leased space and BellSouth is prohibited by said lease from offering such an option. CLP-1 shall notify BellSouth in writing upon execution of any agreement between the Host and its Guest within ten (10) calendar days of its execution and prior to any Firm Order. Further, such notice shall include the name of the Guest(s) and the term of the agreement, and shall contain a certification by CLP-1 that said agreement imposes upon the Guest(s) the same terms and conditions for Collocation Space as set forth in this Agreement between BellSouth and CLP-1.
- 3.2.1 CLP-1, as the Host shall be the sole interface and responsible Party to BellSouth for the assessment and billing of rates and charges contained within Attachment A to the SGAT and for the purposes of ensuring that the safety and security requirements of this Agreement are fully complied with by the Guest, its employees and agents. BellSouth shall provide CLP-1 with a proration of the costs of the collocation space based on the number of collocators and the space used by each. In North Carolina, and in addition to the foregoing, CLP-1 shall be the responsible party to BellSouth for the purpose of submitting Applications for initial and additional equipment placement of Guest. In the event the Host and



Guest jointly submit an initial Application, only one Application Fee will be assessed. A separate initial Guest application shall require the assessment of a Subsequent Application Fee, as set forth in Attachment A to the SGAT, if this Application is not the initial Application made for the arrangement. Notwithstanding the foregoing, Guest may arrange directly with BellSouth for the provision of the interconnecting facilities between BellSouth and Guest and for the provision of the services and access to unbundled network elements.

- 3.2.2 CLP-1 shall indemnify and hold harmless BellSouth from any and all claims, actions, causes of action, of whatever kind or nature arising out of the presence of CLP-1's Guests in the Collocation Space except to the extent caused by BellSouth's sole negligence, gross negligence, or willful misconduct.
- 3.3 Adjacent Collocation. Subject to technical feasibility and space availability, BellSouth will permit adjacent collocation arrangements ("Adjacent Arrangement") on the Premises' property where physical collocation space within the Premises is legitimately exhausted, where the Adjacent Arrangement does not interfere with access to existing or planned structures or facilities on the Premises property. The Adjacent Arrangement shall be constructed or procured by CLP-1 and in conformance with BellSouth's design and construction specifications. Further, CLP-1 shall construct, procure, maintain and operate said Adjacent Arrangement(s) pursuant to all of the terms and conditions set forth in this Agreement and the rates set forth in Attachment A to the SGAT.
- 3.3.1 Should CLP-1 elect such option, CLP-1 must arrange with a Certified Contractor to construct an Adjacent Arrangement structure in accordance with BellSouth's guidelines and specifications. BellSouth will provide guidelines and specifications upon request. Where local building codes require enclosure specifications more stringent than BellSouth's standard specification, CLP-1 and CLP-1's Certified Contractor must comply with the more stringent local building code requirements. CLP-1's Certified Contractor shall be responsible for filing and receiving any and all necessary zoning, permits and/or licenses for such construction. CLP-1's Certified Contractor shall bill CLP-1 directly for all work performed for CLP-1 pursuant to this Agreement and BellSouth shall have no liability for nor responsibility to pay such charges imposed by CLP-1's Certified Contractor. CLP-1 must provide the local BellSouth building contact with two cards, keys or other access device used to enter the locked enclosure. Except in cases of emergency, BellSouth shall not access CLP-1's locked enclosure prior to notifying CLP-1.
- 3.3.2 CLP-1 must submit its plans and specifications to BellSouth with its Firm Order. BellSouth may elect to review CLP-1's plans and specifications prior to construction of an Adjacent Arrangement(s) to ensure compliance with BellSouth's guidelines and specifications. BellSouth shall complete its review

within fifteen (15) calendar days. If BellSouth reviews CLP-1's plans and specifications prior to construction, then BellSouth will have the right to inspect the Adjacent Arrangement after construction to make sure it is constructed according to the submitted plans and specifications. If BellSouth elects not to review CLP-1's plans and specifications prior to construction, CLP-1 will be entitled to request BellSouth to review; and in the event CLP-1 does not request a BellSouth review, BellSouth shall have the right to inspect the Adjacent Arrangement after construction to make sure it is constructed according to BellSouth's guidelines and specifications. BellSouth may require CLP-1 to remove or correct within seven (7) calendar days at CLP-1's expense any structure that does not meet these plans and specifications or, where applicable, BellSouth's guidelines and specifications.

- 3.3.3 CLP-1 shall provide a concrete pad, the structure housing the arrangement, heating/ventilation/air conditioning ("HVAC"), lighting, and all facilities that connect the structure (i.e. racking, conduits, etc.) to the BellSouth point of demarcation. At CLP-1's option, and where the local authority having jurisdiction permits, BellSouth shall provide an AC power source and access to physical collocation services and facilities subject to the same nondiscriminatory requirements as applicable to any other physical collocation arrangement. CLP-1's Certified Contractor shall be responsible, at CLP-1's expense, for filing and receiving any and all necessary zoning, permits and/or licenses for such arrangement.
- 3.3.4 BellSouth shall allow Shared (Subleased) Caged Collocation within an Adjacent Arrangement pursuant to the terms and conditions set forth herein.
- 3.4 Co-carrier cross-connect (CCXC). The primary purpose of collocating CLP equipment is to interconnect with BellSouth's network or access BellSouth's unbundled network elements for the provision of telecommunications services. BellSouth will permit CLP-1 to interconnect between its virtual or physical collocation arrangements and those of another collocated CLP whose Agreement contains co-carrier cross-connect language. At no point in time shall CLP-1 use the Collocation Space for the sole or primary purpose of cross-connecting to other CLPs.
- 3.4.1 The CCXC shall be provisioned through facilities owned by CLP-1. Such connections to other carriers may be made using either optical or electrical facilities. CLP-1 may deploy such optical or electrical connections directly between its own facilities and the facilities of other CLP(s) without being routed through BellSouth equipment. CLP-1 may not self-provision CCXC on any BellSouth distribution frame, Pot Bay, DSX or LGX. CLP-1 is responsible for ensuring the integrity of the signal.

- 3.4.2 CLP-1 shall be responsible for obtaining authorization from the other CLP(s) involved. CLP-1 must use a BellSouth Certified Supplier to place the CCXC. There will be a recurring charge per linear foot of common cable support structure used. CLP-1-provisioned CCXC shall utilize common cable support structure. In the case of two contiguous collocation arrangements, CLP-1 may have the option of constructing its own dedicated support structure.

#### 4. **Occupancy**

- 4.1 **Occupancy.** BellSouth will notify CLP-1 in writing that the Collocation Space is ready for occupancy ("Space Ready Date"). CLP-1 must notify BellSouth in writing that collocation equipment installation is complete and is operational with BellSouth's network. BellSouth may, at its option, not accept orders for cross connects until receipt of such notice. For purposes of this paragraph, CLP-1's telecommunications equipment will be deemed operational when cross-connected to BellSouth's network for the purpose of service provision.
- 4.2 **Termination of Occupancy.** In addition to any other provisions addressing termination of occupancy in this Agreement, CLP-1 may terminate occupancy in a particular Collocation Space by submitting a Subsequent Application requesting termination of occupancy. A Subsequent Application Fee will not apply for termination of occupancy. BellSouth may terminate CLP-1's right to occupy the Collocation Space in the event CLP-1 fails to comply with any provision of this Agreement.
- 4.2.1 Upon termination of occupancy, CLP-1 at its expense shall remove its equipment and other property from the Collocation Space. CLP-1 shall have thirty (30) calendar days from the termination date to complete such removal, including the removal of all equipment and facilities of CLP-1's Guests, unless CLP's Guest has assumed responsibility for the collocation space housing the Guest's equipment and executed the documentation required by BellSouth prior to such removal date. CLP-1 shall continue payment of monthly fees to BellSouth until such date as CLP-1, and if applicable CLP-1's Guest, has fully vacated the Collocation Space. Should CLP-1 or CLP-1's Guest fail to vacate the Collocation Space within thirty (30) calendar days from the termination date, BellSouth shall have the right to remove the equipment and other property of CLP-1 or CLP-1's Guest at CLP-1's expense and with no liability for damage or injury to CLP-1 or CLP-1's Guest's property unless caused by the gross negligence or intentional misconduct of BellSouth. Upon termination of CLP-1's right to occupy Collocation Space, CLP-1 shall surrender such Collocation Space to BellSouth in the same condition as when first occupied by CLP-1 except for ordinary wear and tear, unless otherwise agreed to by the Parties. CLP-1 or CLP-1's BellSouth Certified Vendor shall be responsible for updating

and making any necessary changes to BellSouth's records as required by BellSouth's guidelines and specifications including but not limited to Central Office Record Drawings and ERMA records. CLP-1 shall be responsible for the cost of removing any enclosure, together with all support structures (e.g., racking, conduits, etc.), at the termination of occupancy and restoring the grounds to their original condition.

## **5. Use of Collocation Space**

5.1 Equipment Type. BellSouth permits the collocation of any type of equipment necessary for interconnection to BellSouth's network or for access to BellSouth's unbundled network elements in the provision of telecommunications services, as the term "necessary" is defined by FCC 47 C.F.R. Section 51.323(b). The primary purpose and function of any equipment collocated in a Premises must be for interconnection to BellSouth's network or for access to BellSouth's unbundled network elements in the provision of telecommunications services.

5.1.1 Examples of equipment that would not be considered necessary include but are not limited to: Traditional circuit switching equipment, equipment used exclusively for call-related databases, computer servers used exclusively for providing information services, operations support system (OSS) equipment used to support CLP network operations, equipment that generates customer orders, manages trouble tickets or inventory, or stores customer records in centralized databases, etc. BellSouth will determine upon receipt of an application if the requested equipment is necessary based on the criteria established by the FCC. Multifunctional equipment placed on BellSouth's Premises must not place any greater relative burden on BellSouth's property than comparable single-function equipment. BellSouth reserves the right to permit collocation of any equipment on a nondiscriminatory basis.

5.1.2 Such equipment must at a minimum meet the following BellCore (Telcordia) Network Equipment Building Systems (NEBS) General Equipment Requirements: Criteria Level 1 requirements as outlined in the BellCore (Telcordia) Special Report SR-3580, Issue 1; equipment design spatial requirements per GR-63-CORE, Section 2; thermal heat dissipation per GR-063-CORE, Section 4, Criteria 77-79; acoustic noise per GR-063-CORE, Section 4, Criterion 128, and National Electric Code standards. Except where otherwise required by a Commission, BellSouth shall comply with the applicable FCC rules relating to denial of collocation based on CLP-1's failure to comply with this section.

5.1.3 CLP-1 shall not request more DS0, DS1, DS3 and optical terminations for a collocation arrangement than the total port or termination capacity of the

transmission equipment physically installed in the arrangement. The total capacity of the transmission equipment collocated in the arrangement will include equipment contained in the application in question as well as equipment already placed in the arrangement. Collocated cross-connect devices are not considered transmission equipment. If full network termination capacity of the transmission equipment being installed is not requested in the application, additional network terminations for the installed equipment will require the submission of another application. In the event that CLP-1 submits an application for terminations that exceed the total capacity of the collocated equipment, CLP-1 will be informed of the discrepancy and will be required to submit a revision to the application.

- 5.2 CLP-1 shall not use the Collocation Space for marketing purposes nor shall it place any identifying signs or markings outside the Collocation Space or on the grounds of the Premises.
- 5.3 CLP-1 shall place a plaque or other identification affixed to CLP-1's equipment necessary to identify CLP-1's equipment, including a list of emergency contacts with telephone numbers.
- 5.4 Entrance Facilities. CLP-1 may elect to place CLP-1-owned or CLP-1-leased fiber entrance facilities into the Collocation Space. BellSouth will designate the point of interconnection in close proximity to the Premises building housing the Collocation Space, such as an entrance manhole or a cable vault which are physically accessible by both Parties. CLP-1 will provide and place fiber cable at the point of entrance of sufficient length to be pulled through conduit and into the splice location. CLP-1 will provide and install a sufficient length of fire retardant riser cable, to which the entrance cable will be spliced by BellSouth, which will extend from the splice location to CLP-1's equipment in the Collocation Space. In the event CLP-1 utilizes a non-metallic, riser-type entrance facility, a splice will not be required. CLP-1 must contact BellSouth for instructions prior to placing the entrance facility cable in the manhole. CLP-1 is responsible for maintenance of the entrance facilities. At CLP-1's option BellSouth will accommodate where technically feasible a microwave entrance facility pursuant to separately negotiated terms and conditions. In the case of adjacent collocation, unless BellSouth determines that limited space is available for the entrance facilities, copper facilities may be used between the adjacent collocation arrangement and the central office demarcation point.
- 5.4.1 Dual Entrance. BellSouth will provide at least two interconnection points at each Premises where there are at least two such interconnection points available and where capacity exists. Upon receipt of a request for physical collocation under this Agreement, BellSouth shall provide CLP-1 with information regarding BellSouth's capacity to accommodate dual entrance facilities. If conduit in the serving manhole(s) is available and is not reserved for another purpose for

utilization within 12 months of the receipt of an application for collocation, BellSouth will make the requested conduit space available for installing a second entrance facility to CLP-1's arrangement. The location of the serving manhole(s) will be determined at the sole discretion of BellSouth. Where dual entrance is not available due to lack of capacity, BellSouth will so state in the Application Response.

- 5.4.2 Shared Use. CLP-1 may utilize spare capacity on an existing interconnector entrance facility for the purpose of providing an entrance facility to CLP-1's collocation arrangement within the same BellSouth Premises. BellSouth shall allow the splice, provided that the fiber is non-working fiber. CLP-1 must arrange with BellSouth for BellSouth to splice the CLP-1 provided riser cable to the spare capacity on the entrance facility. The rates set forth in Attachment A to the SGAT will apply.
- 5.5 Demarcation Point. BellSouth will designate the point(s) of demarcation between CLP-1's equipment and/or network and BellSouth's network. Each Party will be responsible for maintenance and operation of all equipment/facilities on its side of the demarcation point. For 2-wire and 4-wire connections to BellSouth's network, the demarcation point shall be a common block on the BellSouth designated conventional distributing frame. CLP-1 shall be responsible for providing, and a supplier certified by BellSouth ("Certified Supplier") shall be responsible for installing and properly labeling/stenciling, the common block, and necessary cabling pursuant to Section 6. For all other terminations BellSouth shall designate a demarcation point on a per arrangement basis. CLP-1 or its agent must perform all required maintenance to equipment/facilities on its side of the demarcation point, pursuant to Section 5.6, following, and may self-provision cross-connects that may be required within the Collocation Space to activate service requests. At CLP-1's option and expense, a Point of Termination ("POT") bay or frame may be placed in the Collocation Space, but will not serve as the demarcation point. CLP-1 must make arrangements with a Certified Supplier for such placement.
- 5.6 CLP-1's Equipment and Facilities. CLP-1, or if required by this Agreement, CLP-1's Certified Supplier, is solely responsible for the design, engineering, installation, testing, provisioning, performance, monitoring, maintenance and repair of the equipment and facilities used by CLP-1 which must be performed in compliance with all applicable BellSouth policies and guidelines. Such equipment and facilities may include but are not limited to cable(s); equipment; and point of termination connections. CLP-1 and its selected Certified Supplier must follow and comply with all BellSouth requirements outlined in BellSouth's TR 73503, TR 73519, TR 73572, and TR 73564.
- 5.7 BellSouth's Access to Collocation Space. From time to time BellSouth may require access to the Collocation Space. BellSouth retains the right to access

such space for the purpose of making BellSouth equipment and building modifications (e.g., running, altering or removing racking, ducts, electrical wiring, HVAC, and cables). BellSouth will give notice to CLP-1 at least 48 hours before access to the Collocation Space is required. CLP-1 may elect to be present whenever BellSouth performs work in the Collocation Space. The Parties agree that CLP-1 will not bear any of the expense associated with this work.

- 5.8 Access. Pursuant to Section 11, CLP-1 shall have access to the Collocation Space twenty-four (24) hours a day, seven (7) days a week. CLP-1 agrees to provide the name and social security number or date of birth or driver's license number of each employee, contractor, or agents of CLP-1 or CLP-1's Guests provided with access keys or devices ("Access Keys") prior to the issuance of said Access Keys. Key acknowledgement forms must be signed by CLP-1 and returned to BellSouth Access Management within 15 calendar days of CLP-1's receipt. Failure to return properly acknowledged forms will result in the holding of subsequent requests until acknowledgements are current. Access Keys shall not be duplicated under any circumstances. CLP-1 agrees to be responsible for all Access Keys and for the return of all said Access Keys in the possession of CLP-1 employees, contractors, Guests, or agents after termination of the employment relationship, contractual obligation with CLP-1 or upon the termination of this Agreement or the termination of occupancy of an individual collocation arrangement.
- 5.9 BellSouth will permit one accompanied site visit to CLP-1's designated collocation arrangement location after receipt of the Bona Fide Firm Order without charge to CLP-1. CLP-1 must submit to BellSouth the completed Access Control Request Form for all employees or agents requiring access to the BellSouth Premises a minimum of 30 calendar days prior to the date CLP-1 desires access to the Collocation Space. In order to permit reasonable access during construction of the Collocation Space, CLP-1 may submit such a request at any time subsequent to BellSouth's receipt of the Bona Fide Firm Order. In the event CLP-1 desires access to the Collocation Space after submitting such a request but prior to access being approved, in addition to the first accompanied free visit, BellSouth shall permit CLP-1 to access the Collocation Space accompanied by a security escort at CLP-1's expense. CLP-1 must request escorted access at least three (3) business days prior to the date such access is desired.
- 5.10 Lost or Stolen Access Keys. CLP-1 shall notify BellSouth in writing within 24 hours of becoming aware in the case of lost or stolen Access Keys. Should it become necessary for BellSouth to re-key buildings or deactivate a card as a result of a lost Access Key(s) or for failure to return an Access Key(s), CLP-1 shall pay for all reasonable costs associated with the re-keying or deactivating the card.

- 5.11 Interference or Impairment. Notwithstanding any other provisions of this Agreement, CLP-1 shall not use any product or service provided under this Agreement, any other service related thereto or used in combination therewith, or place or use any equipment or facilities in any manner that 1) significantly degrades, interferes with or impairs service provided by BellSouth or by any other entity or any person's use of its telecommunications service; 2) endangers or damages the equipment, facilities or other property of BellSouth or of any other entity or person; 3) compromises the privacy of any communications; or 4) creates an unreasonable risk of injury or death to any individual or to the public. If BellSouth reasonably determines that any equipment or facilities of CLP-1 violates the provisions of this paragraph, BellSouth shall give written notice to CLP-1, which notice shall direct CLP-1 to cure the violation within forty-eight (48) hours of CLP-1's actual receipt of written notice or, at a minimum, to commence curative measures within 24 hours and to exercise reasonable diligence to complete such measures as soon as possible thereafter. After receipt of the notice, the Parties agree to consult immediately and, if necessary, to inspect the arrangement.
- 5.11.1 Except in the case of the deployment of an advanced service which significantly degrades the performance of other advanced services or traditional voice band services, if CLP-1 fails to take curative action within 48 hours or if the violation is of a character which poses an immediate and substantial threat of damage to property, injury or death to any person, or any other significant degradation, interference or impairment of BellSouth's or another entity's service, then and only in that event BellSouth may take such action as it deems appropriate to correct the violation, including without limitation the interruption of electrical power to CLP-1's equipment. BellSouth will endeavor, but is not required, to provide notice to CLP-1 prior to taking such action and shall have no liability to CLP-1 for any damages arising from such action, except to the extent that such action by BellSouth constitutes willful misconduct.
- 5.11.2 For purposes of this Section, the term significantly degrade shall mean an action that noticeably impairs a service from a user's perspective. In the case of the deployment of an advanced service which significantly degrades the performance of other advanced services or traditional voice band services and CLP-1 fails to take curative action within 48 hours then BellSouth will establish before the relevant Commission that the technology deployment is causing the significant degradation. Any claims of network harm presented to CLP-1 or, if subsequently necessary, the relevant Commission, must be supported with specific and verifiable information. Where BellSouth demonstrates that a deployed technology is significantly degrading the performance of other advanced services or traditional voice band services, CLP-1 shall discontinue deployment of that technology and migrate its customers to technologies that will not significantly degrade the performance of other such services. Where the only degraded service itself is a known disturber, and the newly deployed



technology satisfies at least one of the criteria for a presumption that is acceptable for deployment under section 47 C.F.R. 51.230, the degraded service shall not prevail against the newly-deployed technology.

- 5.12 Personalty and its Removal. Facilities and equipment placed by CLP-1 in the Collocation Space shall not become a part of the Collocation Space, even if nailed, screwed or otherwise fastened to the Collocation Space, but shall retain their status as personal property and may be removed by CLP-1 at any time. Any damage caused to the Collocation Space by CLP-1's employees, agents or representatives during the removal of such property shall be promptly repaired by CLP-1 at its expense.
- 5.13 Alterations. In no case shall CLP-1 or any person acting on behalf of CLP-1 make any rearrangement, modification, improvement, addition, or other alteration which could affect in any way space, power, HVAC, and/or safety considerations to the Collocation Space or the BellSouth Premises without the written consent of BellSouth, which consent shall not be unreasonably withheld. The cost of any such specialized alterations shall be paid by CLP-1. Any such material rearrangement, modification, improvement, addition, or other alteration shall require a Subsequent Application and Subsequent Application Fee.
- 5.14 Janitorial Service. CLP-1 shall be responsible for the general upkeep of the Collocation Space. CLP-1 shall arrange directly with a BellSouth Certified Contractor for janitorial services applicable to Caged Collocation Space. BellSouth shall provide a list of such contractors on a site-specific basis upon request.

**6. Ordering and Preparation of Collocation Space**

- 6.1 Intentionally left blank.
- 6.2 Initial Application. For CLP-1 or CLP-1's Guest(s) initial equipment placement, CLP-1 shall submit to BellSouth a Physical Expanded Interconnection Application Document ("Application"). The Application is Bona Fide when it is complete and accurate, meaning that all required fields on the application are completed with the appropriate type of information. An application fee will apply.
- 6.3 Subsequent Application. In the event CLP-1 or CLP-1's Guest(s) desires to modify the use of the Collocation Space after Bona Fide Firm Order, CLP-1 shall complete an Application detailing all information regarding the modification to the Collocation Space ("Subsequent Application"). BellSouth shall determine what modifications, if any, to the Premises are required to accommodate the change requested by CLP-1 in the Application. Such necessary modifications to the Premises may include, but are not limited to, floor loading changes,

changes necessary to meet HVAC requirements, changes to power plant requirements, equipment additions, etc.

6.3.1 Subsequent Application Fee. The application fee paid by CLP-1 for its request to modify the use of the Collocation Space shall be dependent upon the level of assessment needed for the modification requested. Where the Subsequent Application does not require assessment for provisioning or construction work by BellSouth, no Subsequent Application fee will be required. The fee for a Subsequent Application where the modification requested has limited effect (e.g., requires limited assessment and no capital expenditure by BellSouth) shall be the Subsequent Application Fee as set forth in Attachment A to the SGAT. If the modification requires capital expenditure assessment, a full Application Fee shall apply. The Subsequent Application is Bona Fide when it is complete and accurate, meaning that all required fields on the Application are completed with the appropriate type of information.

6.3.2 Space Preferences. If CLP-1 has previously requested and received a Space Availability Report for the Premises, CLP-1 may submit up to three (3) space preferences on their application identifying specific space identification numbers as referenced on the Space Availability Report. In the event that BellSouth can not accommodate the CLP-1's preference(s), CLP-1 may elect to accept the space allocated by BellSouth or may cancel its application and submit another application requesting additional preferences, which will be treated as a new application and an application fee will apply.

6.4 Space Availability Notification.

6.4.1 Unless otherwise specified, BellSouth will respond to an application within ten (10) calendar days as to whether space is available or not available within a BellSouth Premises. BellSouth will also respond as to whether the Application is Bona Fide and if it is not Bona Fide the items necessary to cause the Application to become Bona Fide. This interval excludes National Holidays. If the amount of space requested is not available, BellSouth will notify CLP-1 of the amount of space that is available and no Application Fee shall apply. When BellSouth's response includes an amount of space less than that requested by CLP-1, or differently configured, CLP-1 must resubmit its Application to reflect the actual space available.

6.4.2 Denial of Application. If BellSouth notifies CLP-1 that no space is available ("Denial of Application"), BellSouth will not assess an Application Fee. After notifying CLP-1 that BellSouth has no available space in the requested Premises, BellSouth will allow CLP-1, upon request, to tour the entire Premises within ten (10) calendar days of such Denial of Application. In order to schedule said tour within ten (10) calendar days, the request for a tour of the Premises

must be received by BellSouth within five (5) calendar days of the Denial of Application.

- 6.5 Filing of Petition for Waiver. Upon Denial of Application BellSouth will timely file a petition with the Commission pursuant to 47 U.S.C. § 251(c)(6). BellSouth shall provide to the Commission any information requested by that Commission. Such information shall include which space, if any, BellSouth or any of BellSouth's affiliates have reserved for future use and a detailed description of the specific future uses for which the space has been reserved. Subject to an appropriate nondisclosure agreement or provision, BellSouth shall permit CLP-1 to inspect any floor plans or diagrams that BellSouth provides to the Commission.
- 6.6 Waiting List. On a first-come, first-served basis governed by the date of receipt of an Application or Letter of Intent, BellSouth will maintain a waiting list of requesting carriers who have either received a Denial of Application or, where it is publicly known that the Premises is out of space, have submitted a Letter of Intent to collocate. BellSouth will notify the telecommunications carriers on the waiting list that can be accommodated by the amount of space that becomes available according to the position of the telecommunications carriers on said waiting list.
- 6.6.1 When space becomes available, CLP-1 must submit an updated, complete, and correct Application to BellSouth within 30 calendar days of such notification. If CLP-1 has originally requested caged collocation space and cageless collocation space becomes available, CLP-1 may refuse such space and notify BellSouth in writing within that time that CLP-1 wants to maintain its place on the waiting list without accepting such space. CLP-1 may accept an amount of space less than its original request by submitting an Application as set forth above, and upon request, may maintain its position on the waiting list for the remaining space that was initially requested. If CLP-1 does not submit such an Application or notify BellSouth in writing as described above, BellSouth will offer such space to the next CLP on the waiting list and remove CLP-1 from the waiting list. Upon request, BellSouth will advise CLP-1 as to its position on the list.
- 6.7 Public Notification. BellSouth will maintain on its Interconnection Services website a notification document that will indicate all Central Offices that are without available space. BellSouth shall update such document within ten (10) calendar days of the date BellSouth becomes aware that there is insufficient space to accommodate Physical Collocation. BellSouth will also post a document on its Interconnection Services website that contains a general notice where space has become available in a Central Office previously on the space exhaust list.
- 6.8 Application Response.

6.8.1 When space has been determined to be available, BellSouth will provide a written response ("Application Response") within twenty-three (23) business days of the receipt of a Bona Fide Application, which will include, at a minimum, the configuration of the space, the Cable Installation Fee, Cable Records Fee, and the space preparation fees, as described in Section 7.

6.9 Application Modifications.

6.9.1 If a modification or revision is made to any information in the Bona Fide Application prior to Bona Fide Firm Order, with the exception of modifications to Customer Information, Contact Information or Billing Contact Information, either at the request of CLP-1 or necessitated by technical considerations, said Application shall be considered a new Application and shall be handled as a new Application for purposes of the provisioning interval and BellSouth may charge CLP-1 an application fee. Where the Application Modification does not require assessment for provisioning or construction work by BellSouth, no application fee will be required. The fee for an Application Modification where the modification requested has limited effect (e.g., requires limited assessment and no capital expenditure by BellSouth) shall be the Subsequent Application Fee as set forth in Attachment A to the SGAT. Major changes such as requesting additional space or adding equipment may require CLP-1 to submit the Application with an Application Fee.

6.10 Bona Fide Firm Order.

6.10.1 CLP-1 shall indicate its intent to proceed with equipment installation in a Company Premises by submitting a Physical Expanded Interconnection Firm Order document ("Firm Order") to the Company. A Firm Order shall be considered Bona Fide when CLP-1 has completed the Application/Inquiry process described in Section 6.2, preceding, and has submitted the Firm Order document indicating acceptance of the Application Response provided by the Company. The Bona Fide Firm Order must be received by the Company no later than five (5) business days after the Company's Application Response to CLP-1's Bona Fide Application.

6.10.2 BellSouth will establish a firm order date based upon the date BellSouth is in receipt of a Bona Fide Firm Order. BellSouth will acknowledge the receipt of CLP-1's Bona Fide Firm Order within seven (7) calendar days of receipt indicating that the Bona Fide Firm Order has been received. A BellSouth response to a Bona Fide Firm Order will include a Firm Order Confirmation containing the firm order date. No revisions will be made to a Bona Fide Firm Order.

## **7. Construction and Provisioning**

- 7.1 BellSouth will complete construction for collocation arrangements within seventy-six (76) business days from receipt of an Application or as agreed to by the Parties. Under extraordinary conditions, BellSouth will complete construction for collocation arrangements within ninety-one (91) business days. Examples of extraordinary conditions include, but are not limited to, extended license or permitting intervals; major Company equipment rearrangement or addition; power plant addition or upgrade; major mechanical addition or upgrade; major upgrade for ADA compliance; environmental hazard or hazardous materials abatement; and arrangements for which equipment shipping intervals are extraordinary in length. In the event CLP-1 submits a forecast as described in the following section three (3) months or more prior to the application date, the above intervals shall apply. In the event CLP-1 submits such a forecast between two (2) months and three (3) months prior to the application date, the above intervals may be extended by one (1) additional month. In the event CLP-1 submits such a forecast less than two (2) months prior to the application date, the above intervals may be extended by sixty (60) calendar days. BellSouth will attempt to meet standard intervals for unforecasted requests and any interval adjustments will be discussed with CLP-1 at the time the application is received. Raw space, which is space lacking the necessary infrastructure to provide collocation space including but not limited to HVAC, Power, etc.), conversion time frames fall outside the normal intervals and are negotiated on an individual case basis. Additionally, installations to existing collocation arrangements for line sharing or line splitting, which include adding cable, adding cable and splitter, and adding a splitter, will be forty five (45) business days from receipt of an Application.
- 7.1.1 To be considered a timely and accurate forecast, CLP-1 must submit to the Company the CLP Forecast Form, as set forth in Exhibit B attached hereto, containing the following information: Central Office/Serving Wire Center CLLI, number of Caged square feet and/or Cageless bays, number of DS0, DS1, DS3 frame terminations, number of fused amps and planned application date.
- 7.2 Joint Planning. Joint planning between BellSouth and CLP-1 will commence within a maximum of twenty (20) calendar days from BellSouth's receipt of a Bona Fide Firm Order. BellSouth will provide the preliminary design of the Collocation Space and the equipment configuration requirements as reflected in the Bona Fide Application and affirmed in the Bona Fide Firm Order. The Collocation Space completion time period will be provided to CLP-1 during joint planning.
- 7.3 Permits. Each Party or its agents will diligently pursue filing for the permits required for the scope of work to be performed by that Party or its agents within ten (10) calendar days of the completion of finalized construction designs and specifications.

- 7.4 Acceptance Walk Through. CLP-1 will schedule and complete an acceptance walkthrough of each Collocation Space with BellSouth within fifteen (15) days of BellSouth's notifying CLP-1 that the collocation space is ready for occupancy. In the event that CLP-1 fails to complete an acceptance walkthrough within this fifteen (15) day interval, the Collocation Space shall be deemed accepted by CLP-1. BellSouth will correct any deviations to CLP-1's original or jointly amended requirements within seven (7) calendar days after the walk through, unless the Parties jointly agree upon a different time frame.
- 7.5 Use of BellSouth Certified Supplier. CLP-1 shall select a supplier which has been approved as a BellSouth Certified Supplier to perform all engineering and installation work. CLP-1 and CLP-1's BellSouth Certified Supplier must follow and comply with all BellSouth requirements outlined in BellSouth's TR 73503, TR 73519, TR 73572, and TR 73564. In some cases, CLP-1 must select separate BellSouth Certified Suppliers for transmission equipment, switching equipment and power equipment. BellSouth shall provide CLP-1 with a list of BellSouth Certified Suppliers upon request. The BellSouth Certified Supplier(s) shall be responsible for installing CLP-1's equipment and components, extending power cabling to the BellSouth power distribution frame, performing operational tests after installation is complete, and notifying BellSouth's equipment engineers and CLP-1 upon successful completion of installation, etc. The BellSouth Certified Supplier shall bill CLP-1 directly for all work performed for CLP-1 pursuant to this Agreement and BellSouth shall have no liability for nor responsibility to pay such charges imposed by the BellSouth Certified Supplier. BellSouth shall consider certifying CLP-1 or any supplier proposed by CLP-1. All work performed by or for CLP-1 shall conform to generally accepted industry guidelines and standards.
- 7.6 Alarm and Monitoring. BellSouth shall place environmental alarms in the Premises for the protection of BellSouth equipment and facilities. CLP-1 shall be responsible for placement, monitoring and removal of environmental and equipment alarms used to service CLP-1's Collocation Space. Upon request, BellSouth will provide CLP-1 with applicable tariffed service(s) to facilitate remote monitoring of collocated equipment by CLP-1. Both Parties shall use best efforts to notify the other of any verified environmental condition known to that Party.
- 7.7 Virtual to Physical Collocation Relocation. In the event physical collocation space was previously denied at a location due to technical reasons or space limitations, and physical collocation space has subsequently become available, CLP-1 may relocate its virtual collocation arrangements to physical collocation arrangements and pay the appropriate fees for physical collocation and for the rearrangement or reconfiguration of services terminated in the virtual collocation arrangement, as outlined in the appropriate BellSouth tariffs. In the event that BellSouth knows when additional space for physical collocation may become

available at the location requested by CLP-1, such information will be provided to CLP-1 in BellSouth's written denial of physical collocation. To the extent that (i) physical Collocation Space becomes available to CLP-1 within 180 calendar days of BellSouth's written denial of CLP-1's request for physical collocation, (ii) BellSouth had knowledge that the space was going to become available, and (iii) CLP-1 was not informed in the written denial that physical Collocation Space would become available within such 180 calendar days, then CLP-1 may relocate its virtual collocation arrangement to a physical collocation arrangement and will receive a credit for any nonrecurring charges previously paid for such virtual collocation. CLP-1 must arrange with a BellSouth Certified Supplier for the relocation of equipment from its virtual Collocation Space to its physical Collocation Space and will bear the cost of such relocation.

- 7.8. Cancellation. If, at anytime prior to space acceptance, CLP-1 cancels its order for the Collocation Space(s) ("Cancellation"), BellSouth will bill the applicable non-recurring rate for any and all work processes for which work has begun.
- 7.9 Licenses. CLP-1, at its own expense, will be solely responsible for obtaining from governmental authorities, and any other appropriate agency, entity, or person, all rights, privileges, and licenses necessary or required to operate as a provider of telecommunications services to the public or to occupy the Collocation Space.
- 7.10 Environmental Compliance. The Parties agree to utilize and adhere to the Environmental Hazard Guidelines identified as Exhibit B attached hereto.

## 8. Rates and Charges

- 8.1 BellSouth shall assess an Application Fee via a service order which shall be issued at the time BellSouth responds that space is available pursuant to section 2.1. Payment of said Application Fee will be due as dictated by CLP-1's current billing cycle and is non-refundable.
- 8.2 Space Preparation
- 8.2.1 Recurring Charges. The recurring charges for space preparation begin on the Space Ready Date or the day CLP-1 occupies the collocation space, whichever occurs first.
- 8.2.2 Space Preparation Fee in North Carolina. In North Carolina, space preparation fees consist of monthly recurring charges for Central Office Modifications, assessed per arrangement, per square foot; Common Systems Modifications, assessed per arrangement, per square foot for cageless and per cage for caged collocation; and Power, assessed per the nominal -48V DC ampere requirements specified by CLP-1 on the Bona Fide Application. The charges

recover the costs associated with preparing the Collocation Space, which includes survey, engineering of the Collocation Space, design and modification costs for network, building and support systems. In the event CLP-1 opts for cageless space, the space preparation fees will be assessed based on the total floor space dedicated to CLP-1 as described in Section 7.7.

- 8.3 Cable Installation. Cable Installation Fee(s) are assessed per entrance cable placed.
- 8.4 Floor Space. The Floor Space Charge includes reasonable charges for lighting, HVAC, and other allocated expenses associated with maintenance of the Premises but does not recover any power-related costs incurred by BellSouth. When the Collocation Space is enclosed, CLP-1 shall pay floor space charges based upon the number of square feet so enclosed. When the Collocation Space is not enclosed, CLP-1 shall pay floor space charges based upon the following floor space calculation:  $[(\text{depth of the equipment lineup in which the rack is placed}) + (0.5 \times \text{maintenance aisle depth}) + (0.5 \times \text{wiring aisle depth})] \times (\text{width of rack and spacers})$ . For purposes of this calculation, the depth of the equipment lineup shall consider the footprint of equipment racks plus any equipment overhang. BellSouth will assign unenclosed Collocation Space in conventional equipment rack lineups where feasible. In the event CLP-1's collocated equipment requires special cable racking, isolated grounding or other treatment which prevents placement within conventional equipment rack lineups, CLP-1 shall be required to request an amount of floor space sufficient to accommodate the total equipment arrangement. Floor space charges begin on the Space Ready Date, or on the date CLP-1 first occupies the Collocation Space, whichever is sooner.
- 8.5 Power. BellSouth shall make available -48 Volt (-48V) DC power for CLP-1's Collocation Space at a BellSouth Power Board or BellSouth Battery Distribution Fuse Bay ("BDFB") at CLP-1's option within the Premises.
- 8.5.1 Recurring charges for -48V DC power will be assessed per ampere per month based upon the BellSouth Certified Supplier engineered and installed power feed fused ampere capacity. Rates include redundant feeder fuse positions (A&B) and common cable rack to CLP-1's equipment or space enclosure. Recurring power charges begin on the Space Ready Date, or on the date CLP-1 first occupies the Collocation Space, whichever is sooner. When obtaining power from a BDFB, fuses and power cables (A&B) must be engineered (sized), and installed by CLP-1's BellSouth Certified Supplier. When obtaining power from a BellSouth power board, power cables (A&B) must be engineered (sized), and installed by CLP-1's BellSouth Certified power Supplier. CLP-1 is responsible for contracting with a BellSouth Certified Supplier for power distribution feeder cable runs from a BellSouth BDFB or power board to CLP-1's equipment. Determination of the BellSouth BDFB or BellSouth power board as the power source will be made at BellSouth's sole, but reasonable,



discretion. The BellSouth Certified Supplier contracted by CLP-1 must provide BellSouth a copy of the engineering power specification prior to the day on which CLP-1's equipment becomes operational.. BellSouth will provide the common power feeder cable support structure between the BellSouth BDFB or power board and CLP-1's arrangement area. CLP-1 shall contract with a BellSouth Certified Supplier who will be responsible for the following: dedicated power cable support structure within CLP-1's arrangement; power cable feeds; terminations of cable. Any terminations at a BellSouth power board must be performed by a BellSouth Certified power Supplier. CLP-1 shall comply with all applicable National Electric Code (NEC), BellSouth TR73503, Telcordia (BellCore) and ANSI Standards regarding power cabling.

- 8.5.2 If BellSouth has not previously invested in power plant capacity for collocation at a specific site, CLP-1 has the option to add its own dedicated power plant; provided, however, that such work shall be performed by a BellSouth Certified Supplier who shall comply with BellSouth's guidelines and specifications. Where the addition of CLP-1's dedicated power plant results in construction of a new power plant room, upon termination of CLP-1's right to occupy collocation space at such site, CLP-1 shall have the right to remove its equipment from the power plant room, but shall otherwise leave the room intact.
- 8.5.3 If CLP-1 elects to install its own DC Power Plant, BellSouth shall provide AC power to feed CLP-1's DC Power Plant. Charges for AC power will be assessed per breaker ampere per month. Rates include the provision of commercial and standby AC power. When obtaining power from a BellSouth service panel, protection devices and power cables must be engineered (sized), and installed by CLP-1's BellSouth Certified Supplier except that BellSouth shall engineer and install protection devices and power cables for Adjacent Collocation. CLP-1's BellSouth Certified Supplier must also provide a copy of the engineering power specification prior to the equipment becoming operational. Charges for AC power shall be assessed pursuant to the rates specified in Attachment A. AC power voltage and phase ratings shall be determined on a per location basis. At CLP-1's option, CLP-1 may arrange for AC power in an Adjacent Collocation arrangement from a retail provider of electrical power.
- 8.6 Security Escort. A security escort will be required whenever CLP-1 or its approved agent desires access to the entrance manhole or must have access to the Premises after the one accompanied site visit allowed pursuant to Section 6.6.2 prior to completing BellSouth's Security Training requirements. Rates for a security escort are assessed according to the schedule appended hereto as Attachment A beginning with the scheduled escort time. BellSouth will wait for one-half (1/2) hour after the scheduled time for such an escort and CLP-1 shall pay for such half-hour charges in the event CLP-1 fails to show up.

- 8.7 Cable Record charges. These charges apply for work required to build cable records in company systems. The VG/DS0 per cable record charge is for a maximum of 3600 records. The Fiber cable record charge is for a maximum of 99 records.
- 8.8 Rate "True-Up". The Parties agree that the prices reflected as interim herein shall be "trued-up" (up or down) based on final prices either determined by further agreement or by an effective order, in a proceeding involving BellSouth before the regulatory authority for the state in which the services are being performed or any other body having jurisdiction over this Agreement (hereinafter "Commission"). Under the "true-up" process, the interim price for each service shall be multiplied by the volume of that service purchased to arrive at the total interim amount paid for that service ("Total Interim Price"). The final price for that service shall be multiplied by the volume purchased to arrive at the total final amount due ("Total Final Price"). The Total Interim Price shall be compared with the Total Final Price. If the Total Final Price is more than the Total Interim Price, CLP-1 shall pay the difference to BellSouth. If the Total Final Price is less than the Total Interim Price, BellSouth shall pay the difference to CLP-1. Each Party shall keep its own records upon which a "true-up" can be based and any final payment from one Party to the other shall be in an amount agreed upon by the Parties based on such records. In the event of any disagreement as between the records or the Parties regarding the amount of such "true-up," the Parties agree that the Commission shall be called upon to resolve such differences.
- 8.9 Other. If no rate is identified in Attachment A to the SGAT, the rate for the specific service or function will be negotiated by the Parties upon request by either Party. Payment of all other charges under this Agreement shall be due thirty (30) calendar days after receipt of the bill (payment due date). CLP-1 will pay a late payment charge of the lessor of one and one half percent or the legal interest rate assessed monthly on any balance which remains unpaid after the payment due date.

## 9. Insurance

- 9.1 CLP-1 shall, at its sole cost and expense, procure, maintain, and keep in force insurance as specified in this Section 8 and underwritten by insurance companies licensed to do business in the states applicable under this Agreement and having a Best's Insurance Rating of A-.
- 9.2 CLP-1 shall maintain the following specific coverage:
- 9.2.1 Commercial General Liability coverage in the amount of ten million dollars (\$10,000,000.00) or a combination of Commercial General Liability and Excess/Umbrella coverage totaling not less than ten million dollars

(\$10,000,000.00). BellSouth shall be named as an Additional Insured on the Commercial General Liability policy as specified herein.

- 9.2.2 Statutory Workers Compensation coverage and Employers Liability coverage in the amount of one hundred thousand dollars (\$100,000.00) each accident, one hundred thousand dollars (\$100,000.00) each employee by disease, and five hundred thousand dollars (\$500,000.00) policy limit by disease.
- 9.2.3 All Risk Property coverage on a full replacement cost basis insuring all of CLP-1's real and personal property situated on or within BellSouth's Central Office location(s).
- 9.2.4 CLP-1 may elect to purchase business interruption and contingent business interruption insurance, having been advised that BellSouth assumes no liability for loss of profit or revenues should an interruption of service occur.
- 9.3 The limits set forth in Section 8.2 above may be increased by BellSouth from time to time during the term of this Agreement upon thirty (30) days notice to CLP-1 to at least such minimum limits as shall then be customary with respect to comparable occupancy of BellSouth structures.
- 9.4 All policies purchased by CLP-1 shall be deemed to be primary and not contributing to or in excess of any similar coverage purchased by BellSouth. All insurance must be in effect on or before the date equipment is delivered to BellSouth's Premises and shall remain in effect for the term of this Agreement or until all CLP-1's property has been removed from BellSouth's Premises, whichever period is longer. If CLP-1 fails to maintain required coverage, BellSouth may pay the premiums thereon and seek reimbursement of same from CLP-1.
- 9.5 CLP-1 shall submit certificates of insurance reflecting the coverage required pursuant to this Section a minimum of ten (10) business days prior to the commencement of any work in the Collocation Space. Failure to meet this interval may result in construction and equipment installation delays. CLP-1 shall arrange for BellSouth to receive thirty (30) business days' advance notice of cancellation from CLP-1's insurance company. CLP-1 shall forward a certificate of insurance and notice of cancellation/non-renewal to BellSouth at the following address:

BellSouth Telecommunications, Inc.  
Attn.: Risk Management Coordinator  
17H53 BellSouth Center  
675 W. Peachtree Street  
Atlanta, Georgia 30375

- 9.6 CLP-1 must conform to recommendations made by BellSouth's fire insurance company to the extent BellSouth has agreed to, or shall hereafter agree to, such recommendations.
- 9.7 Self-Insurance. If CLP-1's net worth exceeds five hundred million dollars (\$500,000,000), CLP-1 may elect to request self-insurance status in lieu of obtaining any of the insurance required in Sections 8.2.1 and 8.2.2. CLP-1 shall provide audited financial statements to BellSouth thirty (30) days prior to the commencement of any work in the Collocation Space. BellSouth shall then review such audited financial statements and respond in writing to CLP-1 in the event that self-insurance status is not granted to CLP-1. If BellSouth approves CLP-1 for self-insurance, CLP-1 shall annually furnish to BellSouth, and keep current, evidence of such net worth that is attested to by one of CLP-1's corporate officers. The ability to self-insure shall continue so long as the CLP-1 meets all of the requirements of this Section. If the CLP-1 subsequently no longer satisfies this Section, CLP-1 is required to purchase insurance as indicated by Sections 8.2.1 and 8.2.2.
- 9.8 The net worth requirements set forth in Section 8.7 may be increased by BellSouth from time to time during the term of this Agreement upon thirty (30) days' notice to CLP-1 to at least such minimum limits as shall then be customary with respect to comparable occupancy of BellSouth structures.
- 9.9 Failure to comply with the provisions of this Section will be deemed a material breach of this Agreement.
- 10. Mechanics Liens**
- 10.1 If any mechanics lien or other liens shall be filed against property of either Party (BellSouth or CLP-1), or any improvement thereon by reason of or arising out of any labor or materials furnished or alleged to have been furnished or to be furnished to or for the other Party or by reason of any changes, or additions to said property made at the request or under the direction of the other Party, the other Party directing or requesting those changes shall, within thirty (30) business days after receipt of written notice from the Party against whose property said lien has been filed, either pay such lien or cause the same to be bonded off the affected property in the manner provided by law. The Party causing said lien to be placed against the property of the other shall also defend, at its sole cost and expense, on behalf of the other, any action, suit or proceeding which may be brought for the enforcement of such liens and shall pay any damage and discharge any judgment entered thereon.

**11. Inspections**

- 11.1 BellSouth may conduct an inspection of CLP-1's equipment and facilities in the Collocation Space(s) prior to the activation of facilities between CLP-1's equipment and equipment of BellSouth. BellSouth may conduct an inspection if CLP-1 adds equipment and may otherwise conduct routine inspections at reasonable intervals mutually agreed upon by the Parties. BellSouth shall provide CLP-1 with a minimum of forty-eight (48) hours or two (2) business days, whichever is greater, advance notice of all such inspections. All costs of such inspection shall be borne by BellSouth.

**12. Security and Safety Requirements**

- 12.1 CLP-1 will be required, at its own expense, to conduct a statewide investigation of criminal history records for each CLP-1 employee being considered for work on the BellSouth Premises, for the states/counties where the CLP-1 employee has worked and lived for the past five years. Where state law does not permit statewide collection or reporting, an investigation of the applicable counties is acceptable. CLP-1 shall not be required to perform this investigation if an affiliated company of CLP-1 has performed an investigation of the CLP-1 employee seeking access, if such investigation meets the criteria set forth above. This requirement will not apply if CLP-1 has performed a pre-employment statewide investigation of criminal history records of the CLP-1 employee for the states/counties where the CLP-1 employee has worked and lived for the past five years or, where state law does not permit a statewide investigation, an investigation of the applicable counties.
- 12.2 CLP-1 shall provide its employees and agents with picture identification which must be worn and visible at all times while in the Collocation Space or other areas in or around the Premises. The photo Identification card shall bear, at a minimum, the employee's name and photo, and the CLP-1 name. BellSouth reserves the right to remove from its premises any employee of CLP-1 not possessing identification issued by CLP-1 or who have violated any of BellSouth's policies as outlined in the CLP Security Training documents. CLP-1 shall hold BellSouth harmless for any damages resulting from such removal of its personnel from BellSouth premises. CLP-1 shall be solely responsible for ensuring that any Guest of CLP-1 is in compliance with all subsections of this Section 11.
- 12.3 CLP-1 will be required to administer to their personnel assigned to the BellSouth Premises security training either provided by BellSouth, or meeting criteria defined by BellSouth.
- 12.4 CLP-1 shall not assign to the BellSouth Premises any personnel with records of felony criminal convictions. CLP-1 shall not assign to the BellSouth Premises

any personnel with records of misdemeanor convictions, except for misdemeanor traffic violations, without advising BellSouth of the nature and gravity of the offense(s). BellSouth reserves the right to refuse building access to any CLP-1 personnel who have been identified to have misdemeanor criminal convictions. Notwithstanding the foregoing, in the event that CLP-1 chooses not to advise BellSouth of the nature and gravity of any misdemeanor conviction, CLP-1 may, in the alternative, certify to BellSouth that it shall not assign to the BellSouth Premises any personnel with records of misdemeanor convictions (other than misdemeanor traffic violations).

- 12.4.1 CLP-1 shall not knowingly assign to the BellSouth Premises any individual who was a former employee of BellSouth and whose employment with BellSouth was terminated for a criminal offense whether or not BellSouth sought prosecution of the individual for the criminal offense.
- 12.4.2 CLP-1 shall not knowingly assign to the BellSouth Premises any individual who was a former contractor of BellSouth and whose access to a BellSouth Premises was revoked due to commission of a criminal offense whether or not BellSouth sought prosecution of the individual for the criminal offense.
- 12.5 For each CLP-1 employee requiring access to a BellSouth Premises pursuant to this Agreement, CLP-1 shall furnish BellSouth, prior to an employee gaining such access, a certification that the aforementioned background check and security training were completed. The certification will contain a statement that no felony convictions were found and certifying that the security training was completed by the employee. If the employee's criminal history includes misdemeanor convictions, CLP-1 will disclose the nature of the convictions to BellSouth at that time. In the alternative, CLP-1 may certify to BellSouth that it shall not assign to the BellSouth Premises any personnel with records of misdemeanor convictions other than misdemeanor traffic violations.
- 12.6 At BellSouth's request, CLP-1 shall promptly remove from BellSouth's Premises any employee of CLP-1 BellSouth does not wish to grant access to its premises 1) pursuant to any investigation conducted by BellSouth or 2) prior to the initiation of an investigation if an employee of CLP-1 is found interfering with the property or personnel of BellSouth or another CLP, provided that an investigation shall promptly be commenced by BellSouth.
- 12.7 Notification to BellSouth. BellSouth reserves the right to interview CLP-1's employees, agents, or contractors in the event of wrongdoing in or around BellSouth's property or involving BellSouth's or another CLP's property or personnel, provided that BellSouth shall provide reasonable notice to CLP-1's Security contact of such interview. CLP-1 and its contractors shall reasonably cooperate with BellSouth's investigation into allegations of wrongdoing or criminal conduct committed by, witnessed by, or involving CLP-1's employees, agents, or contractors. Additionally, BellSouth reserves the right to bill CLP-1 for

all reasonable costs associated with investigations involving its employees, agents, or contractors if it is established and mutually agreed in good faith that CLP-1's employees, agents, or contractors are responsible for the alleged act. BellSouth shall bill CLP-1 for BellSouth property which is stolen or damaged where an investigation determines the culpability of CLP-1's employees, agents, or contractors and where CLP-1 agrees, in good faith, with the results of such investigation. CLP-1 shall notify BellSouth in writing immediately in the event that the CLP discovers one of its employees already working on the BellSouth premises is a possible security risk. Upon request of the other Party, the Party who is the employer shall discipline consistent with its employment practices, up to and including removal from BellSouth Premises, any employee found to have violated the security and safety requirements of this section. CLP-1 shall hold BellSouth harmless for any damages resulting from such removal of its personnel from BellSouth premises.

- 12.8 Use of Supplies. Unauthorized use of telecommunications equipment or supplies by either Party, whether or not used routinely to provide telephone service (e.g. plug-in cards,) will be strictly prohibited and handled appropriately. Costs associated with such unauthorized use may be charged to the offending Party, as may be all associated investigative costs.
- 12.9 Use of Official Lines. Except for non-toll calls necessary in the performance of their work, neither Party shall use the telephones of the other Party on the BellSouth Premises. Charges for unauthorized telephone calls may be charged to the offending Party, as may be all associated investigative costs.
- 12.10 Accountability. Full compliance with the Security requirements of this section shall in no way limit the accountability of either Party to the other for the improper actions of its employees.

### **13. Destruction of Collocation Space**

- 13.1 In the event a Collocation Space is wholly or partially damaged by fire, windstorm, tornado, flood or by similar causes to such an extent as to be rendered wholly unsuitable for CLP-1's permitted use hereunder, then either Party may elect within ten (10) business days after such damage, to terminate occupancy of the damaged Collocation Space, and if either Party shall so elect, by giving the other written notice of termination, both Parties shall stand released of and from further liability under the terms hereof. If the Collocation Space shall suffer only minor damage and shall not be rendered wholly unsuitable for CLP-1's permitted use, or is damaged and the option to terminate is not exercised by either Party, BellSouth covenants and agrees to proceed promptly without expense to CLP-1, except for improvements not the property of BellSouth, to repair the damage. BellSouth shall have a reasonable time within which to rebuild or make any repairs, and such rebuilding and repairing shall be subject

to delays caused by storms, shortages of labor and materials, government regulations, strikes, walkouts, and causes beyond the control of BellSouth, which causes shall not be construed as limiting factors, but as exemplary only. CLP-1 may, at its own expense, accelerate the rebuild of its collocated space and equipment provided however that a BellSouth Certified Contractor is used and the necessary space preparation has been completed. Rebuild of equipment must be performed by a BellSouth Certified Vendor. If CLP-1's acceleration of the project increases the cost of the project, then those additional charges will be incurred by CLP-1. Where allowed and where practical, CLP-1 may erect a temporary facility while BellSouth rebuilds or makes repairs. In all cases where the Collocation Space shall be rebuilt or repaired, CLP-1 shall be entitled to an equitable abatement of rent and other charges, depending upon the unsuitability of the Collocation Space for CLP-1's permitted use, until such Collocation Space is fully repaired and restored and CLP-1's equipment installed therein (but in no event later than thirty (30) business days after the Collocation Space is fully repaired and restored). Where CLP-1 has placed an Adjacent Arrangement pursuant to Section 3.5, CLP-1 shall have the sole responsibility to repair or replace said Adjacent Arrangement provided herein. Pursuant to this section, BellSouth will restore the associated services to the Adjacent Arrangement.

**14. Eminent Domain**

- 14.1 If the whole of a Collocation Space or Adjacent Arrangement shall be taken by any public authority under the power of eminent domain, then this Agreement shall terminate with respect to such Collocation Space or Adjacent Arrangement as of the day possession shall be taken by such public authority and rent and other charges for the Collocation Space or Adjacent Arrangement shall be paid up to that day with proportionate refund by BellSouth of such rent and charges as may have been paid in advance for a period subsequent to the date of the taking. If any part of the Collocation Space or Adjacent Arrangement shall be taken under eminent domain, BellSouth and CLP-1 shall each have the right to terminate this Agreement with respect to such Collocation Space or Adjacent Arrangement and declare the same null and void, by written notice of such intention to the other Party within ten (10) business days after such taking.

**15. Nonexclusivity**

- 15.1 CLP-1 understands that this Agreement is not exclusive and that BellSouth may enter into similar agreements with other Parties. Assignment of space pursuant to all such agreements shall be determined by space availability and made on a first come, first served basis.



**16. Notices**

- 16.1 Except as otherwise provided herein, any notices or demands that are required by law or under the terms of this Agreement shall be given or made by CLP-1 or BellSouth in writing and shall be given by hand delivery, or by certified or registered mail, and addressed to the parties as follows:

To BellSouth:  
 600 N. 19<sup>th</sup> Street  
 9<sup>th</sup> Floor  
 Birmingham, AL 35240  
 ATTN: CLP Account Team

To CLP-1:  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 ATTN: \_\_\_\_\_

- 16.2 Such notices shall be deemed to have been given in the case of certified or registered mail when deposited in the United States mail with postage prepaid.

**17. Indemnity/Limitations of Liability**

- 17.1 CLP-1 shall be liable for any damage to property, equipment or facilities or injury to person caused by the activities of CLP-1, its agents or employees pursuant to, or in furtherance of, rights granted under this Agreement. CLP-1 shall indemnify and hold BellSouth harmless from and against any judgments, fees, costs or other expenses resulting or claimed to result from such activities by CLP-1, its agents or employees.
- 17.2 BellSouth shall not be liable to CLP-1 for any interruption of CLP-1's service or for interference with the operation of CLP-1's communications facilities, or for any special, indirect, incidental or consequential damages arising in any manner, including BellSouth's negligence, out of the use of the Collocation Space(s) and CLP-1 shall indemnify, defend and hold BellSouth harmless from and against any and all claims, demands, causes of action, costs and reasonable attorneys' fees with respect to such special, indirect, incidental or consequential damages.

**18. Publicity**

- 18.1 CLP-1 agrees to submit to BellSouth all advertising, sales promotion, press releases, and other publicity matters relating to this Agreement or mentioning or implying the tradenames, logos, trademarks or service marks (hereinafter "Marks") of BellSouth Corporation and/or any of its affiliated companies or language from which the connection of said Marks therewith may be inferred or implied, or mentioning or implying the names of any personnel of BellSouth Corporation and/or any of its affiliated companies, and CLP-1 further agrees not to publish or use such advertising, sales promotions, press releases, or publicity matters without BellSouth's prior written consent.

**19. Force Majeure**

- 19.1 Neither party shall be in default by reason of any failure in performance of this Agreement, in accordance with its terms and conditions, if such failure arises out of causes beyond the control of the nonperforming party including, but not restricted to, acts of God, acts of government, insurrections, fires, floods, accidents, epidemics, quarantines, restrictions, strikes, freight embargoes, inability to secure raw materials or transportation facilities, acts or omissions of carriers or any and all other causes beyond the party's control.

**20. Assignment**

- 20.1 CLP-1 acknowledges that this Agreement does not convey any right, title or interest in the Central Office to CLP-1. This Agreement is not assignable by either party without the prior written consent of the other party, and any attempt to assign any of the rights, duties or obligations of this Agreement without such consent is void. Notwithstanding the foregoing, either party may assign any rights, duties or obligations of this Agreement to a parent, subsidiary or affiliate without the consent of the other party.

**21. No Implied Waiver**

- 21.1 No consent or waiver by either party to or of any breach of any covenant, term, condition, provision or duty of the other party under this Agreement shall be construed as a consent to or waiver of any other breach of the same or any other covenant, term, condition, provision or duty. No such consent or waiver shall be valid unless in writing and signed by the party granting such consent or waiver.

**22. Governing Law**

- 22.1 This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of North Carolina, without regard to its conflict of laws principles.

**23. Compliance with Laws**

- 23.1 The Parties agree to comply with all applicable federal, state, and local laws, rules and regulations in the performance of this Agreement.

**24. Resolution of Disputes**

- 24.1 Except as otherwise stated in this Agreement, the Parties agree that if any dispute arises as to the interpretation of any provision of this Agreement or as to

the proper implementation of this Agreement, the parties will petition the Commission in the state where the services are provided pursuant to this Agreement for a resolution of the dispute. However, each party reserves any rights it may have to seek judicial review of any ruling made by the Public Service Commission concerning this Agreement.

**25. Section Headings**

- 25.1 The section headings used herein are for convenience only, and shall not be deemed to constitute integral provisions of this Agreement.

**26. Authority**

- 26.1 Each of the parties hereto warrants to the other that the person or persons executing this Agreement on behalf of such party has the full right, power and authority to enter into and execute this Agreement on such party's behalf and that no consent from any other person or entity is required as a condition precedent to the legal effect of this Agreement.

**27. Review of Agreement**

- 27.1 The parties acknowledge that each has had an opportunity to review and negotiate this Agreement and has executed this Agreement only after such review and negotiation. The Parties further agree that this Agreement shall be deemed to have been drafted by both BellSouth and CLP-1 and the terms and conditions contained herein shall not be construed any more strictly against one party or the other.

**28. Filing of Agreement**

- 28.1 Upon execution of this Agreement it shall be filed with the appropriate state regulatory agency pursuant to the requirements of section 252 of the Act. If the regulatory agency imposes any filing or public interest notice fees regarding the filing or approval of the Agreement, said costs shall be borne by CLP-1.
- 28.2.1 For electronic filing purposes in the State of Louisiana, the CLP Louisiana Certification Number is required and must be provided by CLP-1 prior to filing of the Agreement. The CLP Louisiana Certification Number for CLP-1 is \_\_\_\_\_.

**29. Entire Agreement**

- 29.1 This Agreement contains the full understanding of the Parties (superseding all prior or contemporaneous correspondence between the Parties) and shall constitute the entire agreement between BellSouth and CLP-1 and may not be modified or amended other than by a written instrument signed by both parties. If any conflict arises between the terms and conditions contained in this Agreement and those contained in a filed tariff, the terms and conditions of this Agreement shall control.

IN WITNESS WHEREOF, the Parties have executed this Agreement by their duly authorized representatives in one or more counterparts, each of which shall constitute an original, on the day and year first above written.

BELLSOUTH TELECOMMUNICATIONS, (CLP-1's Full Company Name)  
INC.

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Print or Type Name

\_\_\_\_\_  
Print or Type Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**Exhibit A**

**ENVIRONMENTAL AND SAFETY  
PRINCIPLES**

The following principles provide basic guidance on environmental and safety issues when applying for and establishing Physical Collocation arrangements.

**1. GENERAL PRINCIPLES**

- 1.1 Compliance with Applicable Law. BellSouth and CLP-1 agree to comply with applicable federal, state, and local environmental and safety laws and regulations including U.S. Environmental Protection Agency (USEPA) regulations issued under the Clean Air Act (CAA), Clean Water Act (CWA), Resource Conservation and Recovery Act (RCRA), Comprehensive Environmental Response, Compensation and Liability Act (CERCLA), Superfund Amendments and Reauthorization Act (SARA), the Toxic Substances Control Act (TSCA), and OSHA regulations issued under the Occupational Safety and Health Act of 1970, as amended and NFPA and National Electrical Codes (NEC) and the NESC ("Applicable Laws"). Each Party shall notify the other if compliance inspections are conducted by regulatory agencies and/or citations are issued that relate to any aspect of this Agreement.
- 1.2 Notice. BellSouth and CLP-1 shall provide notice to the other, including Material Safety Data Sheets (MSDSs), of known and recognized physical hazards or Hazardous Chemicals existing on site or brought on site. Each Party is required to provide specific notice for known potential Imminent Danger conditions. CLP-1 should contact 1-800-743-6737 for BellSouth MSDS sheets.
- 1.3 Practices/Procedures. BellSouth may make available additional environmental control procedures for CLP-1 to follow when working at a BellSouth Premises (See Section 2, below). These practices/procedures will represent the regular work practices required to be followed by the employees and contractors of BellSouth for environmental protection. CLP-1 will require its contractors, agents and others accessing the BellSouth Premises to comply with these practices. Section 2 lists the Environmental categories where BST practices should be followed by CLP when operating in the BellSouth Premises.
- 1.4 Environmental and Safety Inspections. BellSouth reserves the right to inspect the CLP-1 space with proper notification. BellSouth reserves the right to stop any CLP-1 work operation that imposes Imminent Danger to the environment, employees or other persons in the area or Facility.
- 1.5 Hazardous Materials Brought On Site. Any hazardous materials brought into, used, stored or abandoned at the BellSouth Premises by CLP-1 are owned by CLP-1. CLP-1 will indemnify BellSouth for claims, lawsuits or damages to

persons or property caused by these materials. Without prior written BellSouth approval, no substantial new safety or environmental hazards can be created by CLP-1 or different hazardous materials used by CLP-1 at BellSouth Facility. CLP-1 must demonstrate adequate emergency response capabilities for its materials used or remaining at the BellSouth Facility.

- 1.6 Spills and Releases. When contamination is discovered at a BellSouth Premises, the Party discovering the condition must notify BellSouth. All Spills or Releases of regulated materials will immediately be reported by CLP-1 to BellSouth.
- 1.7 Coordinated Environmental Plans and Permits. BellSouth and CLP-1 will coordinate plans, permits or information required to be submitted to government agencies, such as emergency response plans, spill prevention control and countermeasures (SPCC) plans and community reporting. If fees are associated with filing, BellSouth and CLP-1 will develop a cost sharing procedure. If BellSouth's permit or EPA identification number must be used, CLP-1 must comply with all of BellSouth's permit conditions and environmental processes, including environmental "best management practices (BMP)" (see Section 2, below) and/or selection of BST disposition vendors and disposal sites.
- 1.8 Environmental and Safety Indemnification. BellSouth and CLP-1 shall indemnify, defend and hold harmless the other Party from and against any claims (including, without limitation, third-party claims for personal injury or death or real or personal property damage), judgments, damages, (including direct and indirect damages, and punitive damages), penalties, fines, forfeitures, costs, liabilities, interest and losses arising in connection with the violation or alleged violation of any Applicable Law or contractual obligation or the presence or alleged presence of contamination arising out of the acts or omissions of the indemnifying Party, its agents, contractors, or employees concerning its operations at the Facility.

## **2. CATEGORIES FOR CONSIDERATION OF ENVIRONMENTAL ISSUES**

When performing functions that fall under the following Environmental categories on BellSouth's Premises, CLP-1 agrees to comply with the applicable sections of the current issue of BellSouth's Environmental and Safety Methods and Procedures (M&Ps), incorporated herein by this reference. CLP-1 further agrees to cooperate with BellSouth to ensure that CLP-1's employees, agents, and/or subcontractors are knowledgeable of and satisfy those provisions of BellSouth's Environmental M&Ps which apply to the specific Environmental function being performed by CLP-1, its employees, agents and/or subcontractors.

The most current version of reference documentation must be requested from BellSouth.

ENVIRONMENTAL CATEGORIES	ENVIRONMENTAL ISSUES	ADDRESSED BY THE FOLLOWING DOCUMENTATION
Disposal of hazardous material or other regulated material (e.g., batteries, fluorescent tubes, solvents & cleaning materials)	Compliance with all applicable local, state, & federal laws and regulations  Pollution liability insurance  EVET approval of contractor	Std T&C 450 Fact Sheet Series 17000  Std T&C 660-3  Approved Environmental Vendor List (Contact E/S Management)
Emergency response	Hazmat/waste release/spill firesafety emergency	Fact Sheet Series 1700 Building Emergency Operations Plan (EOP) (specific to and located on Premises)
Contract labor/outsourcing for services with environmental implications to be performed on BellSouth Premises (e.g., disposition of hazardous material/waste; maintenance of storage tanks)	Compliance with all applicable local, state, & federal laws and regulations  Performance of services in accordance with BST's environmental M&Ps  Insurance	Std T&C 450  Std T&C 450-B (Contact E/S for copy of appropriate E/S M&Ps.)  Std T&C 660
Transportation of hazardous material	Compliance with all applicable local, state, & federal laws and regulations  Pollution liability insurance  EVET approval of contractor	Std T&C 450 Fact Sheet Series 17000  Std T&C 660-3  Approved Environmental Vendor List (Contact E/S Management)
Maintenance/operations work which may produce a waste  Other maintenance work	Compliance with all application local, state, & federal laws and regulations  Protection of BST employees and equipment	Std T&C 450  29CFR 1910.147 (OSHA Standard) 29CFR 1910 Subpart O

		(OSHA Standard)
Janitorial services	<p>All waste removal and disposal must conform to all applicable federal, state and local regulations</p> <p>All Hazardous Material and Waste</p> <p>Asbestos notification and protection of employees and equipment</p>	<p>P&amp;SM Manager - Procurement</p> <p>Fact Sheet Series 17000</p> <p>GU-BTEN-001BT, Chapter 3 BSP 010-170-001BS (Hazcom)</p>
Manhole cleaning	<p>Compliance with all applicable local, state, &amp; federal laws and regulations</p> <p>Pollution liability insurance</p> <p>EVET approval of contractor</p>	<p>Std T&amp;C 450 Fact Sheet 14050 BSP 620-145-011PR Issue A, August 1996</p> <p>Std T&amp;C 660-3</p> <p>Approved Environmental Vendor List (Contact E/S Management)</p>
Removing or disturbing building materials that may contain asbestos	Asbestos work practices	GU-BTEN-001BT, Chapter 3

### 3. DEFINITIONS

Generator. Under RCRA, the person whose act produces a Hazardous Waste, as defined in 40 CFR 261, or whose act first causes a Hazardous Waste to become subject to regulation. The Generator is legally responsible for the proper management and disposal of Hazardous Wastes in accordance with regulations.

Hazardous Chemical. As defined in the U.S. Occupational Safety and Health (OSHA) hazard communication standard (29 CFR 1910.1200), any chemical which is a health hazard or physical hazard.

Hazardous Waste. As defined in section 1004 of RCRA.

Imminent Danger. Any conditions or practices at a facility which are such that a danger exists which could reasonably be expected to cause immediate death or serious harm to people or immediate significant damage to the environment or natural resources.

Spill or Release. As defined in Section 101 of CERCLA.



#### **4. ACRONYMS**

E/S – Environmental/Safety

EVET - Environmental Vendor Evaluation Team

DEC/LDEC - Department Environmental Coordinator/Local Department Environmental Coordinator

GU-BTEN-001BT - BellSouth Environmental Methods and Procedures

NESC - National Electrical Safety Codes

P&SM - Property & Services Management

Std. T&C - Standard Terms & Conditions

Docs # 238901

**EXHIBIT B**

**THREE MONTH CLP FORECAST**

CLP NAME \_\_\_\_\_ DATE \_\_\_\_\_

STATE	Central Office/City	CAGED Sq. Ft.	CAGELESS # Bays		FRAME TERMINATIONS	CLP Provided BDFB--Amps Load	BST Provided BDFB--Amps Load	Heat Dissipation BTU/Hour	Entrance Facilities # sheaths & # fibers	Proposed Application Date	NOTES
			Standard Bays*	Non- Standard Bays**							
*Standard bays are defined as racks, bays or cabinets, including equipment and cable, with measurements equal to or less than the following: Width - 26" Depth - 25" The standard height for all collocated equipment bays in BellSouth is 7' 0". ** Any forecast for non-standard cageless bays must include an attachment describing the quantity and width and depth measurements.											

Notes Forecast information will be used for no other purpose than collocation planning  
Forecast with application dates greater than 3 months from the date of submission will not guarantee the reservation of space in the office requested

**By and Between**  
**BellSouth Telecommunications, Inc.**  
**And**

---

**BELLSOUTH  
REMOTE SITE COLLOCATION  
MASTER AGREEMENT**

THIS AGREEMENT, made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between BellSouth Telecommunications, Inc., ("BellSouth") a corporation organized and existing under the laws of the State of Georgia, and \_\_\_\_\_, ("CLP-1") a (corporation) organized and existing under the laws of \_\_\_\_\_;

W I T N E S S E T H

WHEREAS, CLP-1 is a telecommunications carrier and wishes to occupy BellSouth Remote Site Collocation Space as defined herein for the purpose of interconnection to BellSouth's facilities;

WHEREAS, BellSouth has space available in its Remote Site(s) which CLP-1 desires to utilize; and

WHEREAS, BellSouth is willing to make such space available to CLP-1 within its Remote Site(s) subject to all terms and conditions of this Agreement;

NOW THEREFORE, in consideration of the mutual agreements and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

**1. Scope of Agreement**

- 1.1 Scope of Agreement. The terms and conditions contained within this Agreement and the rates included in Attachment A to the SGAT shall only apply when CLP-1 is occupying the Remote Collocation Space as a sole occupant or as a Host within a Remote Site Location.
- 1.2 Right to occupy. BellSouth shall offer to CLP-1 Remote Site Collocation on rates, terms, and conditions that are just, reasonable, non-discriminatory and consistent with the rules of the Federal Communications Commission ("FCC"). Subject to the terms and conditions of this Agreement, and the rates contained in Attachment A to the SGAT, BellSouth hereby grants to CLP-1 a right to occupy that certain area designated by BellSouth within a BellSouth Remote Site Location, of a size which is specified by CLP-1 and agreed to by BellSouth (hereinafter "Remote Collocation Space"). BellSouth Remote Site Locations include cabinets, huts, and controlled environmental vaults owned or leased by BellSouth that house BellSouth Network Facilities. To the extent this Agreement and Attachment A to the SGAT do not include all the necessary terms and conditions for BellSouth remote locations other than

cabinets, huts and controlled environmental vaults, the Parties will negotiate said rates, terms, and conditions at the request for collocation at BellSouth remote locations other than those specified above.

- 1.2.1 The number of racks/bays specified by CLP-1 may contemplate a request for space sufficient to accommodate CLP-1's growth within a two-year period.
- 1.2.2 Neither BellSouth nor any of BellSouth's affiliates may reserve space for future use on more preferential terms than those set forth above.
- 1.3 Third Party Property. If the Premises, or the property on which it is located, is leased by BellSouth from a Third Party or otherwise controlled by a Third Party, special considerations and intervals may apply in addition to the terms and conditions of this Agreement. Additionally, where BellSouth notifies CLP-1 that BellSouth's agreement with a Third Party does not grant BellSouth the ability to provide access and use rights to others, upon CLP-1's request, BellSouth will use its best efforts to obtain the owner's consent and to otherwise secure such rights for CLP-1. CLP-1 agrees to reimburse BellSouth for the reasonable and demonstrable costs incurred by BellSouth in obtaining such rights for CLP-1. In cases where a Third Party agreement does not grant BellSouth the right to provide access and use rights to others as contemplated by this Agreement and BellSouth, despite its best efforts, is unable to secure such access and use rights for CLP-1 as above, CLP-1 shall be responsible for obtaining such permission to access and use such property. BellSouth shall cooperate with CLP-1 in obtaining such permission.
- 1.4 Space Reclamation. In the event of space exhaust within a Remote Site Location, BellSouth may include in its documentation for the Petition for Waiver filing any vacant space in the Remote Site Location. CLP-1 will be responsible for any justification of vacant space within its Remote Collocation Space, if such justification is required by the appropriate state commission.
- 1.5 Use of Space. CLP-1 shall use the Remote Collocation Space for the purposes of installing, maintaining and operating CLP-1's equipment (to include testing and monitoring equipment) necessary, for interconnection with BellSouth services and facilities, including access to unbundled network elements, for the provision of telecommunications services. The Remote Collocation Space may be used for no other purposes except as specifically described herein or authorized in writing by BellSouth.
- 1.6 Rates and charges. CLP-1 agrees to pay the rates and charges identified in Attachment A to the SGAT.
- 1.7 Due Dates. If any due date contained in this Agreement falls on a weekend or holiday, then the due date will be the next business day thereafter.

## **2. Space Availability Report**

- 2.1 Reporting. Upon request from CLP-1, BellSouth will provide a written report ("Space Availability Report") specifying the amount of Remote Collocation Space available at the Remote Site Location requested, the number of collocators present at the Remote Site Location, any modifications in the use of the space since the last report on the Remote Site Location requested and the measures BellSouth is taking to make additional space available for collocation arrangements.
- 2.1.1 The request from CLP-1 for a Space Availability Report must be written and must include the Common Language Location Identification ("CLLI") code for both the Remote Site Location and the serving central office. Such information regarding the CLLI code for the serving central offices located in the National Exchange Carriers Association (NECA) Tariff FCC No. 4. If CLP-1 is unable to obtain the CLLI code, from for example a site visit to the remote site, CLP-1 may request the CLLI code from BellSouth. To obtain a CLLI code for a remote site directly from BellSouth, CLP-1 should submit to BellSouth a Remote Site Interconnection Request for Remote Site CLLI Code prior to submitting its request for a Space Availability Report. CLP-1 should complete all the requested information and submit the Request with the applicable fee to BellSouth.
- 2.1.2 BellSouth will respond to a request for a Space Availability Report for a particular Remote Site Location within ten (10) calendar days of receipt of such request. This interval excludes national holidays. BellSouth will make best efforts to respond in ten (10) calendar days to such a request when the request includes from two (2) to five (5) Remote Site Locations within the same state. The response time for requests of more than five (5) Remote Site Locations shall be negotiated between the Parties. If BellSouth cannot meet the ten calendar day response time, BellSouth shall notify CLP-1 and inform CLP-1 of the time frame under which it can respond.

## **3. Collocation Options**

- 3.1 Compliance. The parties agree to comply with all applicable federal, state, county, local and administrative laws, orders, rules, ordinances, regulations, and codes in the performance of their obligations hereunder.
- 3.2 Cageless. BellSouth shall allow CLP-1 to collocate CLP-1's equipment and facilities without requiring the construction of a cage or similar structure. BellSouth shall allow CLP-1 to have direct access to its equipment and facilities. BellSouth shall make cageless collocation available in single rack/bay increments. For equipment requiring special technical considerations, CLP-1 must provide the equipment layout, including spatial

dimensions for such equipment pursuant to generic requirements contained in BellCore (Telcordia) GR-63-Core and shall be responsible for constructing all special technical requirements associated with such equipment pursuant to Section 7.5 following. Subject to space availability and technical feasibility, at CLP-1's option, CLP-1 may enclose its equipment.

3.3 Shared (Subleased) Collocation. CLP-1 may allow other telecommunications carriers to share CLP-1's Remote Collocation Space pursuant to terms and conditions agreed to by CLP-1 ("Host") and other telecommunications carriers ("Guests") and pursuant to this section, except where the BellSouth Remote Site Location is located within a leased space and BellSouth is prohibited by said lease from offering such an option or is located on property for which BellSouth holds an easement and such easement does not permit such an option. CLP-1 shall notify BellSouth in writing upon execution of any agreement between the Host and its Guest within ten (10) calendar days of its execution and prior to any Firm Order. Further, such notice shall include the name of the Guest(s) and the term of the agreement, and shall contain a certification by CLP-1 that said agreement imposes upon the Guest(s) the same terms and conditions for Remote Collocation Space as set forth in this Agreement between BellSouth and CLP-1.

3.3.1 CLP-1 shall be the sole interface and responsible Party to BellSouth for assessment of rates and charges contained within Attachment A to the SGAT; and for the purposes of ensuring that the safety and security requirements of this Agreement are fully complied with by the Guest, its employees and agents. BellSouth shall provide CLP-1 with a proration of the costs of the collocation space based on the number of collocators and the space used by each. In addition to the foregoing, CLP-1 shall be the responsible party to BellSouth for the purpose of submitting Applications for initial and additional equipment placement of Guest. In the event the Host and Guest jointly submit an Application, only one Application Fee will be assessed. A separate Guest Application shall require the assessment of an Application Fee, as set forth in Attachment A to the SGAT. Notwithstanding the foregoing, Guest may arrange directly with BellSouth for the provision of the interconnecting facilities between BellSouth and Guest and for the provision of the services and access to unbundled network elements.

3.3.2 CLP-1 shall indemnify and hold harmless BellSouth from any and all claims, actions, causes of action, of whatever kind or nature arising out of the presence of CLP-1's Guests in the Remote Collocation Space except to the extent caused by BellSouth's sole negligence, gross negligence, or willful misconduct.

3.4 Adjacent Collocation. Subject to technical feasibility and space availability, BellSouth will provide approval for adjacent Remote Site collocation arrangements ("Remote Site Adjacent Arrangement") where space within the

Remote Site Location is legitimately exhausted, where the Remote Site Adjacent Arrangement does not interfere with access to existing or planned structures or facilities on the Remote Site Location property. The Remote Site Adjacent Arrangement shall be constructed or procured by CLP-1 and in conformance with BellSouth's design and construction specifications. Further, CLP-1 shall construct, procure, maintain and operate said Remote Site Adjacent Arrangement(s) pursuant to all of the terms and conditions set forth in this Agreement. Rates shall be negotiated at the time of the request for the Remote Site Adjacent Arrangement.

- 3.4.1 Should CLP-1 elect such an option, CLP-1 must arrange with a BellSouth Certified Contractor to construct a Remote Site Adjacent Arrangement structure in accordance with BellSouth's guidelines and specifications. BellSouth will provide guidelines and specifications upon request. Where local building codes require enclosure specifications more stringent than BellSouth's standard specification, CLP-1 and CLP-1's BellSouth Certified Contractor must comply with local building code requirements. CLP-1's BellSouth Certified Contractor shall be responsible for filing and receiving any and all necessary zoning, permits and/or licenses for such construction. CLP-1's BellSouth Certified Contractor shall bill CLP-1 directly for all work performed for CLP-1 pursuant to this Agreement and BellSouth shall have no liability for nor responsibility to pay such charges imposed by the BellSouth Certified Contractor. CLP-1 must provide the local BellSouth Remote Site Location contact with two cards, keys or other access device used to enter the locked enclosure. Except in cases of emergency, BellSouth shall not access CLP-1's locked enclosure prior to notifying CLP-1.
- 3.4.2 BellSouth maintains the right to review CLP-1's plans and specifications prior to construction of a Remote Site Adjacent Arrangement(s). BellSouth shall complete its review within fifteen (15) calendar days. BellSouth may inspect the Remote Site Adjacent Arrangement(s) following construction and prior to the equipment becoming operational, to ensure the design and construction comply with BellSouth's guidelines and specifications. BellSouth may require CLP-1, at CLP-1's sole cost, to correct any deviations from BellSouth's guidelines and specifications found during such inspection(s), up to and including removal of the Remote Site Adjacent Arrangement, within seven (7) calendar days of BellSouth's inspection, unless the Parties mutually agree to an alternative time frame.
- 3.4.3 CLP-1 shall provide a concrete pad, the structure housing the arrangement, heating/ventilation/air conditioning ("HVAC"), lighting, and all facilities that connect the structure (i.e. racking, conduits, etc.) to the BellSouth point of demarcation. At CLP-1's option, and where the local authority having jurisdiction permits, BellSouth shall provide an AC power source and access to physical collocation services and facilities subject to the same nondiscriminatory requirements as applicable to any other physical



collocation arrangement. CLP-1's BellSouth Certified Contractor shall be responsible, at CLP's expense, for filing and receiving any and all necessary zoning, permits and/or licenses for such arrangement.

- 3.4.4 BellSouth shall allow Shared (Subleased) Collocation within a Remote Site Adjacent Arrangement pursuant to the terms and conditions set forth herein.

#### **4 Occupancy**

- 4.1 Occupancy. BellSouth will notify CLP-1 in writing that the Remote Collocation Space is ready for occupancy. CLP-1 must notify BellSouth in writing that collocation equipment installation is complete. BellSouth may, at its option, not accept orders for interconnected service until receipt of such notice.

- 4.2 Termination of Occupancy. In addition to any other provisions addressing termination of occupancy in this Agreement, CLP-1 may terminate occupancy in a particular Remote Site Location by submitting a Subsequent Application requesting termination of occupancy. A Subsequent Application Fee will not apply for termination of occupancy.

- 4.2.1 Upon termination of occupancy, CLP-1 at its expense shall remove its equipment and other property from the Remote Collocation Space. CLP-1 shall have thirty (30) calendar days from the termination date to complete such removal, including the removal of all equipment and facilities of CLP-1's Guests, unless CLP's Guest has assumed responsibility for the collocation space housing the Guest's equipment and executed the documentation required by BellSouth prior to such removal date; provided, however, that CLP-1 shall continue payment of monthly fees to BellSouth until such date as CLP-1, and if applicable CLP-1's Guest, has fully vacated the Remote Collocation Space. Should CLP-1 or CLP-1's Guest fail to vacate the Remote Collocation Space within thirty (30) calendar days from the termination date, BellSouth shall have the right to remove the equipment and other property of CLP-1 or CLP-1's Guest at CLP-1's expense and with no liability for damage or injury to CLP-1 or CLP-1's Guest's property unless caused by the gross negligence or intentional misconduct of BellSouth. Upon termination of occupancy with respect to a Remote Collocation Space, CLP-1 shall surrender such Remote Collocation Space to BellSouth in the same condition as when first occupied by the CLP-1 except for ordinary wear and tear unless otherwise agreed to by the Parties. CLP-1 shall be responsible for the cost of removing any enclosure, together with all support structures (e.g., racking, conduits), of a Remote Site Adjacent Arrangement at the termination of occupancy and restoring the grounds to their original condition.

## **5 Use of Remote Collocation Space**

- 5.1 Equipment Type.** BellSouth permits the collocation of any type of equipment necessary for interconnection to BellSouth's network or for access to unbundled network elements in the provision of telecommunications services.
- 5.1.1** Such equipment must at a minimum meet the following BellCore (Telcordia) Network Equipment Building Systems (NEBS) General Equipment Requirements: Criteria Level 3 requirements as outlined in the BellCore (Telcordia) Special Report SR-3580, Issue 1; equipment design spatial requirements per GR-63-CORE, Section 2; thermal heat dissipation per GR-063-CORE, Section 4, Criteria 77-79; acoustic noise per GR-063-CORE, Section 4, Criterion 128, and National Electric Code standards. Except where otherwise required by a Commission, BellSouth shall comply with the applicable FCC rules relating to denial of collocation based on CLP-1's failure to comply with these requirements.
- 5.1.2** CLP-1 shall not use the Remote Collocation Space for marketing purposes nor shall it place any identifying signs or markings in the area surrounding the Remote Collocation Space or on the grounds of the Remote Site Location.
- 5.1.3** CLP-1 shall place a plaque or other identification affixed to CLP-1's equipment to identify CLP-1's equipment, including a list of emergency contacts with telephone numbers.
- 5.1.4** All CLP-1 equipment installation shall comply with BellSouth TR 73503-11, Section 8, "Grounding - Engineering Procedures". Metallic cable sheaths and metallic strength members of optical fiber cables as well as the metallic cable sheaths of all copper conductor cables shall be bonded to the designated grounding bus for the Remote Site Location. All copper conductor pairs, working and non-working, shall be equipped with a solid state protector unit (over-voltage protection only) which has been listed by a nationally recognized testing laboratory.
- 5.2 Entrance Facilities.** CLP-1 may elect to place CLP-1-owned or CLP-1-leased entrance facilities into the Remote Collocation Space from CLP-1's point of presence. BellSouth will designate the point of interconnection at the Remote Site Location housing the Remote Collocation Space, which is physically accessible by both Parties. CLP-1 will provide and place copper cable through conduit from the Remote Collocation Space to the Feeder Distribution Interface to the splice location of sufficient length for splicing by BellSouth. CLP-1 must contact BellSouth for instructions prior to placing the entrance facility cable. CLP-1 is responsible for maintenance of the entrance facilities.

- 5.2.1 Shared Use. CLP-1 may utilize spare capacity on an existing interconnector entrance facility for the purpose of providing an entrance facility to CLP-1's collocation arrangement within the same BellSouth Remote Site Location.
- 5.3 Demarcation Point. BellSouth will designate the point(s) of demarcation between CLP-1's equipment and/or network and BellSouth's network. Each Party will be responsible for maintenance and operation of all equipment/facilities on its side of the demarcation point. CLP-1 or its agent must perform all required maintenance to CLP-1 equipment/facilities on its side of the demarcation point, pursuant to Section 5.4, following.
- 5.4 CLP-1's Equipment and Facilities. CLP-1, or if required by this Agreement, CLP-1's Certified Supplier, is solely responsible for the design, engineering, installation, testing, provisioning, performance, monitoring, maintenance and repair of the equipment and facilities used by CLP-1.
- 5.5 BellSouth's Access to Remote Collocation Space. BellSouth retains the right to access the Remote Collocation Space for the purpose of making BellSouth equipment and Remote Site Location modifications.
- 5.6 Access. Pursuant to Section 12, CLP-1 shall have access to the Remote Collocation Space twenty-four (24) hours a day, seven (7) days a week. CLP-1 agrees to provide the name and social security number or date of birth or driver's license number of each employee, contractor, or agents of CLP-1 or CLP-1's Guests provided with access keys or devices ("Access Keys") prior to the issuance of said Access Keys. Key acknowledgement forms must be signed by CLP-1 and returned to BellSouth Access Management within fifteen (15) calendar days of CLP-1's receipt. Failure to return properly acknowledged forms will result in the holding of subsequent requests until acknowledgements are current. Access Keys shall not be duplicated under any circumstances. CLP-1 agrees to be responsible for all Access Keys and for the return of all said Access Keys in the possession of CLP-1 employees, contractors, Guests, or agents after termination of the employment relationship, contractual obligation with CLP-1 or upon the termination of this Agreement or the termination of occupancy of an individual Remote Site collocation arrangement.
- 5.6.1 CLP-1 must submit to BellSouth the completed Access Control Request Form for all employees or agents requiring access to the BellSouth Premises a minimum of thirty (30) calendar days prior to the date CLP-1 desires access to the Collocation Space. In order to permit reasonable access during construction of the Collocation Space, CLP-1 may submit such a request at any time subsequent to BellSouth's receipt of the Bona Fide Firm Order. In the event CLP-1 desires access to the Collocation Space after submitting such a request but prior to access being approved, BellSouth shall permit CLP-1 to access the Collocation Space accompanied by a security escort at

CLP-1's expense. CLP-1 must request escorted access at least three (3) business days prior to the date such access is desired.

- 5.7 Lost or Stolen Access Keys. CLP-1 shall notify BellSouth in writing immediately in the case of lost or stolen Access Keys. Should it become necessary for BellSouth to re-key Remote Site Locations as a result of a lost Access Key(s) or for failure to return an Access Key(s), CLP-1 shall pay for all reasonable costs associated with the re-keying.
- 5.8 Interference or Impairment. Notwithstanding any other provisions of this Agreement, equipment and facilities placed in the Remote Collocation Space shall not significantly degrade, interfere with or impair service provided by BellSouth or by any other interconnector located in the Remote Site Location; shall not endanger or damage the facilities of BellSouth or of any other interconnector, the Remote Collocation Space, or the Remote Site Location; shall not compromise the privacy of any communications carried in, from, or through the Remote Site Location; and shall not create an unreasonable risk of injury or death to any individual or to the public. If BellSouth reasonably determines that any equipment or facilities of CLP-1 violates the provisions of this paragraph, BellSouth shall give written notice to CLP-1, which notice shall direct CLP-1 to cure the violation within forty-eight (48) hours of CLP-1's actual receipt of written notice or, at a minimum, to commence curative measures within 24 hours and to exercise reasonable diligence to complete such measures as soon as possible thereafter. After receipt of the notice, the Parties agree to consult immediately and, if necessary, to inspect the arrangement.
- 5.8.1 Except in the case of the deployment of an advanced service which significantly degrades the performance of other advanced services or traditional voice band services, if CLP-1 fails to take curative action within 48 hours or if the violation is of a character which poses an immediate and substantial threat of damage to property, injury or death to any person, or other interference/impairment of the services provided by BellSouth or any other interconnector, then and only in that event BellSouth may take such action as it deems appropriate to correct the violation, including without limitation the interruption of electrical power to CLP-1's equipment. BellSouth will endeavor, but is not required, to provide notice to CLP-1 prior to taking such action and shall have no liability to CLP-1 for any damages arising from such action, except to the extent that such action by BellSouth constitutes willful misconduct.
- 5.8.2 For purposes of this section, the term significantly degrade shall mean an action that noticeably impairs a service from a user's perspective. In the case of the deployment of an advanced service which significantly degrades the performance of other advanced services or traditional voice band services and CLP-1 fails to take curative action within 48 hours then BellSouth will

establish before the relevant Commission that the technology deployment is causing the significant degradation. Any claims of network harm presented to CLP-1 or, if subsequently necessary, the relevant Commission must be supported with specific and verifiable information. Where BellSouth demonstrates that a deployed technology is significantly degrading the performance of other advanced services or traditional voice band services, CLP-1 shall discontinue deployment of that technology and migrate its customers to technologies that will not significantly degrade the performance of other such services. Where the only degraded service itself is a known disturber, and the newly deployed technology satisfies at least one of the criteria for a presumption that is acceptable for deployment under 47 C.F.R. 51.230, the degraded service shall not prevail against the newly-deployed technology.

- 5.9 Presence of Facilities. Facilities and equipment placed by CLP-1 in the Remote Collocation Space shall not become a part of the Remote Site Location, even if nailed, screwed or otherwise fastened to the Remote Collocation Space but shall retain its status as personality and may be removed by CLP-1 at any time. Any damage caused to the Remote Collocation Space by CLP-1's employees, agents or representatives shall be promptly repaired by CLP-1 at its expense.
- 5.10 Alterations. In no case shall CLP-1 or any person acting on behalf of CLP-1 make any rearrangement, modification, improvement, addition, or other alteration which could affect in any way space, power, HVAC, and/or safety considerations to the Remote Collocation Space or the BellSouth Remote Site Location without the written consent of BellSouth, which consent shall not be unreasonably withheld. The cost of any specialized alterations shall be paid by CLP-1. Any material rearrangement, modification, improvement, addition, or other alteration shall require an Application Fee.
- 5.11 Upkeep of Remote Collocation Space. CLP-1 shall be responsible for the general upkeep and cleaning of the Remote Collocation Space. CLP-1 shall be responsible for removing any CLP-1 debris from the Remote Collocation Space and from in and around the Remote Collocation Site on each visit.

## **6. Space Notification**

- 6.1 Intentionally left blank.
- 6.2 Application for Space. CLP-1 shall submit a Remote Site Collocation Application when CLP-1 or CLP-1's Guest(s), as defined in Section 3.3, desires to request or modify the use of the Remote Collocation Space.

- 6.3 Initial Application. For CLP-1 or CLP-1's Guest(s) equipment placement, CLP-1 shall submit to BellSouth an Application. The Application is Bona Fide when it is complete and accurate, meaning that all required fields on the Application are completed with the appropriate type of information. Prior to submitting the application, CLLI information can be obtained in the manner set forth in Section 2.1.1. An Application Fee will apply.
- 6.4 Subsequent Application In the event CLP-1 or CLP-1's Guest(s) desires to modify the use of the Collocation Space after Bona Fide Firm Order, CLP-1 shall complete an Application detailing all information regarding the modification to the Collocation Space ("Subsequent Application"). BellSouth shall determine what modifications, if any, to the Premises are required to accommodate the change requested by CLP-1 in the Application. Such necessary modifications to the Premises may include, but are not limited to, floor loading changes, changes necessary to meet HVAC requirements, changes to power plant requirements, equipment additions, etc.
- 6.4.1 Subsequent Application Fee. The application fee paid by CLP-1 for its request to modify the use of the Collocation Space shall be dependent upon the level of assessment needed for the modification requested. Where the Subsequent Application does not require assessment for provisioning or construction work by BellSouth, no Subsequent Application fee will be required. The fee for a Subsequent Application where the modification requested has limited effect (e.g., requires limited assessment and no capital expenditure by BellSouth) shall be the Subsequent Application Fee as set forth in Attachment A to the SGAT. If the modification requires capital expenditure assessment, a full Application Fee shall apply. The Subsequent Application is Bona Fide when it is complete and accurate, meaning that all required fields on the Application are completed with the appropriate type of information.
- 6.5 Availability of Space. Upon submission of an Application, BellSouth will permit CLP-1 to physically collocate, pursuant to the terms of this Agreement, at any BellSouth Remote Site Location, unless BellSouth has determined that there is no space available due to space limitations or that Remote Site Collocation is not practical for technical reasons. In the event space is not immediately available at a Remote Site Location, BellSouth reserves the right to make additional space available, in which case the conditions in Section 7.2 shall apply, or BellSouth may elect to deny space in accordance with this section in which case virtual or adjacent collocation options may be available. If the amount of space requested is not available, BellSouth will notify CLP-1 of the amount that is available.
- 6.5.1 Availability Notification. BellSouth will respond to an application within ten (10) calendar days as to whether space is available or not available within a BellSouth Remote Site Location. This interval excludes National Holidays. If

the amount of space requested is not available, BellSouth will notify CLP-1 of the amount of space that is available and no Application Fee shall apply. When BellSouth's response includes an amount of space less than that requested by CLP-1, CLP-1 must resubmit its Application to reflect the actual space available.

- 6.6 Denial of Application. If BellSouth notifies CLP-1 that no space is available ("Denial of Application"), BellSouth will not assess an Application Fee. After notifying CLP-1 that BellSouth has no available space in the requested Remote Site Location, BellSouth will allow CLP-1, upon request, to tour the Remote Site Location within ten (10) calendar days of such Denial of Application. This interval excludes national holidays. In order to schedule said tour within ten (10) calendar days, the request for a tour of the Remote Site Location must be received by BellSouth within five (5) calendar days of the Denial of Application.
- 6.7 Filing of Petition for Waiver. Upon Denial of Application BellSouth will timely file a petition with the Commission pursuant to 47 U.S.C. § 251(c)(6). BellSouth shall provide to the Commission any information requested by that Commission. Such information shall include which space, if any, BellSouth or any of BellSouth's affiliates have reserved for future use and a detailed description of the specific future uses for which the space has been reserved. Subject to an appropriate nondisclosure agreement or provision, BellSouth shall permit CLP-1 to inspect any plans or diagrams that BellSouth provides to the Commission.
- 6.8 Waiting List. On a first-come, first-served basis governed by the date of receipt of an Application or Letter of Intent, BellSouth will maintain a waiting list of requesting carriers who have either received a Denial of Application or, where it is publicly known that the Premises is out of space, have submitted a Letter of Intent to collocate. BellSouth will notify the telecommunications carriers on the waiting list that can be accommodated by the amount of space that becomes available according to the position of the telecommunications carriers on said waiting list
- 6.8.1 When space becomes available, CLP-1 must submit an updated, complete, and correct Application to BellSouth within 30 calendar days of such notification. CLP-1 may accept an amount of space less than its original request by submitting an Application as set forth above, and upon request, may maintain its position on the waiting list for the remaining space that was initially requested. If CLP-1 does not submit such an Application or notify BellSouth in writing as described above, BellSouth will offer such space to the next CLP on the waiting list and remove CLP-1 from the waiting list. Upon request, BellSouth will advise CLP-1 as to its position on the list.

- 6.9 Public Notification. BellSouth will maintain on its Interconnection Services website a notification document that will indicate all Remote Site Locations that are without available space. BellSouth shall update such document within ten (10) calendar days of the Denial of Application date. This interval excludes national holidays. BellSouth will also post a document on its Interconnection Services website that contains a general notice where space has become available in a Remote Site Location previously on the space exhaust list.
- 6.10 Application Response.
- 6.10.1 When space has been determined to be available, BellSouth will provide a written response ("Application Response"), within twenty-three (23) business days of the receipt of a Bona Fide Application, which will include, at a minimum, the estimated provisioning interval, any additional engineering charges, if applicable, and any other additional information that may extend the ordinary interval to extraordinary interval status, together with sufficient information to explain such extension.
- 6.10 Application Modifications.
- 6.11.1 If a modification or revision is made to any information in the Bona Fide Application prior to Bona Fide Firm Order, with the exception of modifications to Customer Information, Contact Information or Billing Contact Information, either at the request of CLP-1 or necessitated by technical considerations, said Application shall be considered a new Application and shall be handled as a new Application for purposes of the provisioning interval, and BellSouth may charge CLP-1 an Application Fee. Where the Application Modification does not require assessment for provisioning or construction work by BellSouth, no application fee will be required. The fee for an Application Modification where the modification requested has limited effect (e.g., requires limited assessment and no capital expenditure by BellSouth) shall be the Subsequent Application Fee as set forth in Attachment A to the SGAT. Major changes, such as requesting additional space or adding equipment may require CLP-1 to resubmit the Application and an additional Application Fee shall apply.
- 6.12 Bona Fide Firm Order.
- 6.12.1 CLP-1 shall indicate its intent to proceed with equipment installation in a Company Premises by submitting a Physical Expanded Interconnection Firm Order document ("Firm Order") to BellSouth. A Firm Order shall be considered Bona Fide when CLP-1 has completed the Application/Inquiry process and has submitted the Firm Order document indicating acceptance of the Application Response provided by BellSouth. The Bona Fide Firm Order



must be received by BellSouth no later than five (5) business days after BellSouth's Application Response to CLP-1's Bona Fide Application.

- 6.13 BellSouth will permit one accompanied site visit to CLP-1's designated Remote Collocation Space after receipt of the Bona Fide Firm Order without charge to CLP-1.

## **7. Construction and Provisioning**

### **7.1 Construction and Provisioning Intervals.**

- 7.1.1 BellSouth will complete construction for collocation arrangements within seventy-six (76) business days from receipt of an Application or as agreed to by the Parties. Under extraordinary conditions, BellSouth will complete construction for collocation arrangements within ninety-one (91) business days. Examples of extraordinary conditions include, but are not limited to, extended license or permitting intervals; major BellSouth equipment rearrangement or addition; power plant addition or upgrade; major mechanical addition or upgrade; major upgrade for ADA compliance; environmental hazard or hazardous materials abatement; and arrangements for which equipment shipping intervals are extraordinary in length. In the event CLP-1 submits a forecast as described in the following section three (3) months or more prior to the application date, the above intervals shall apply. In the event CLP-1 submits such a forecast between two (2) months and three (3) months prior to the application date, the above intervals may be extended by one (1) additional month. In the event CLP-1 submits such a forecast less than two (2) months prior to the application date, the above intervals may be extended by sixty (60) calendar days. BellSouth will attempt to meet standard intervals for unforecasted requests and any interval adjustments will be discussed with CLP-1 at the time the application is received. Raw space, which is space lacking the necessary infrastructure to provide collocation space including but not limited to HVAC, Power, etc.), conversion time frames fall outside the normal intervals and are negotiated on an individual case basis. Additionally, installations to existing collocation arrangements for line sharing or line splitting, which include adding cable, adding cable and splitter, and adding a splitter, will be forty five (45) business days from receipt of an Application.

- 7.1.2 To be considered a timely and accurate forecast, CLP-1 must submit to BellSouth the CLP Forecast Form, as set forth in Exhibit B attached hereto, containing the following information: Central Office/Service Wire Center CLLI, Remote Site CLLI, number of bays, number of DS0, DS1, DS3 terminations, equipment power requirements (power drain) and planned application date.

- 7.2 In the event BellSouth does not have space immediately available at a Remote Site Location, BellSouth may elect to make additional space available by, for example but not limited to, rearranging BellSouth facilities or constructing additional capacity. In such cases, the above intervals shall not apply and BellSouth will provision the Remote Collocation Space in a nondiscriminatory manner and at parity with BellSouth and will provide CLP-1 with the estimated completion date in its Response.
- 7.3 Permits. Each Party or its agents will diligently pursue filing for the permits required for the scope of work to be performed by that Party or its agents within ten (10) calendar days of the completion of finalized construction designs and specifications.
- 7.4 Acceptance Walk Through. CLP-1 will schedule and complete an acceptance walk through of each Collocation Space with BellSouth within fifteen (15) days of BellSouth's notifying CLP-1 that the collocation space is ready for occupancy. BellSouth will correct any deviations to CLP-1's original or jointly amended requirements within seven (7) calendar days after the walk through, unless the Parties jointly agree upon a different time frame.
- 7.5 Use of BellSouth Certified Supplier. CLP-1 shall select a supplier that has been approved by BellSouth to perform all engineering and installation work required in the Remote Collocation Space per TR 73503 specifications ("Certified Supplier"). BellSouth shall provide CLP-1 with a list of Certified Suppliers upon request. The Certified Supplier(s) shall be responsible for installing CLP-1's equipment and components, extending power cabling to the BellSouth power distribution frame, performing operational tests after installation is complete, and notifying BellSouth's Outside Plant engineers and CLP-1 upon successful completion of installation. The Certified Supplier shall bill CLP-1 directly for all work performed for CLP-1 pursuant to this Agreement and BellSouth shall have no liability for nor responsibility to pay such charges imposed by the Certified Supplier. BellSouth shall consider certifying CLP-1 or any supplier proposed by CLP-1. All work performed by or for CLP-1 shall conform to generally accepted industry guidelines and standards.
- 7.6 Alarm and Monitoring. BellSouth may place alarms in the Remote Site Location for the protection of BellSouth equipment and facilities. CLP-1 shall be responsible for placement, monitoring and removal of alarms used to service CLP-1's Remote Collocation Space and for ordering the necessary services therefor. Both Parties shall use best efforts to notify the other of any verified hazardous conditions known to that Party.
- 7.7 Virtual Remote Site Collocation Relocation. BellSouth offers Virtual Collocation pursuant to the terms and conditions set forth in its F.C.C. Tariff

No. 1 for Remote Site Collocation locations. The rates shall be the same as provided in this Attachment A to the SGAT. CLP-1 may place within its Virtual Collocation arrangements the telecommunications equipment set forth in Section 5.1. In the event physical Remote Collocation Space was previously denied at a Remote Site Location due to technical reasons or space limitations, and that physical Remote Collocation Space has subsequently become available, CLP-1 may relocate its virtual Remote Site collocation arrangements to physical Remote Site collocation arrangements and pay the appropriate non-recurring fees for physical Remote Site collocation and for the rearrangement or reconfiguration of services terminated in the virtual Remote Site collocation arrangement, as outlined in the appropriate BellSouth tariffs. In the event that BellSouth knows when additional space for physical Remote Site collocation may become available at the location requested by CLP-1, such information will be provided to CLP-1 in BellSouth's written denial of physical Remote Site collocation. To the extent that (i) physical Remote Collocation Space becomes available to CLP-1 within 180 calendar days of BellSouth's written denial of CLP-1's request for physical collocation, and (ii) CLP-1 was not informed in the written denial that physical Remote Collocation Space would become available within such 180 calendar days, then CLP-1 may relocate its virtual Remote Site collocation arrangement to a physical Remote Site collocation arrangement and will receive a credit for any nonrecurring charges previously paid for such virtual Remote Site collocation. CLP-1 must arrange with a BellSouth Certified Supplier for the relocation of equipment from its virtual Remote Collocation Space to its physical Remote Collocation Space and will bear the cost of such relocation.

- 7.8 Cancellation. If, at anytime prior to space acceptance, CLP-1 cancels its order for the Remote Collocation Space(s), CLP-1 will reimburse BellSouth for the applicable non-recurring rate for any and all work processes for which work has begun.
- 7.9 Licenses. CLP-1, at its own expense, will be solely responsible for obtaining from governmental authorities, and any other appropriate agency, entity, or person, all rights, privileges, and licenses necessary or required to operate as a provider of telecommunications services to the public or to occupy the Remote Collocation Space.
- 7.10 Environmental Hazard Guidelines. The Parties agree to utilize and adhere to the Environmental Hazard Guidelines identified as Exhibit A attached hereto.
- 8. Rates and Charges**
- 8.1 Application Fee. BellSouth will assess an Application Fee on a service order which shall be issued at the time BellSouth responds that space is available.

Payment of the Application Fee will be due as dictated by CLP-1's current billing cycle and is non-refundable.

- 8.2 Recurring Fees. Recurring charges begin on the date that CLP-1 executes the written document accepting the Remote Collocation Space pursuant to Section 7.4, or on the date CLP-1 first occupies the Remote Collocation Space, whichever is sooner. If CLP-1 fails to schedule and complete a walkthrough pursuant to Section 7.4 within fifteen (15) days after BellSouth releases the space for occupancy, then BellSouth shall begin billing CLP-1 for recurring charges as of the sixteenth (16) day after BellSouth releases the Remote Collocation Space. Other charges shall be billed upon request for the services. All charges shall be due as dictated by CLP-1's current billing cycle.
- 8.3 Rack/Bay Space. The rack/bay space charge includes reasonable charges for air conditioning, ventilation and other allocated expenses associated with maintenance of the Remote Site Location, and includes amperage necessary to power CLP-1's equipment. CLP-1 shall pay rack/bay space charges based upon the number of racks/bays requested. BellSouth will assign Remote Collocation Space in conventional remote site rack/bay lineups where feasible.
- 8.4 Power. BellSouth shall make available -48 Volt (-48V) DC power for CLP-1's Remote Collocation Space at a BellSouth Power Board (Fuse and Alarm Panel) or BellSouth Battery Distribution Fuse Bay ("BDFB") at CLP-1's option within the Remote Site Location. The charge for power shall be assessed as part of the recurring charge for rack/bay space. If the power requirements for CLP-1's equipment exceeds the capacity for the rack/bay, then such power requirements shall be assessed on a recurring per amp basis for the individual case.
- 8.4.1 Charges for AC power will be assessed per breaker ampere per month. Rates include the provision of commercial and standby AC power, where available. When obtaining power from a BellSouth service panel, protection devices and power cables must be engineered (sized), and installed by CLP-1's BellSouth Certified Supplier except that BellSouth shall engineer and install protection devices and power cables for Adjacent Collocation. CLP-1's BellSouth Certified Supplier must also provide a copy of the engineering power specification prior to CLP-1's equipment becoming operational. AC power voltage and phase ratings shall be determined on a per location basis. At CLP-1's option, CLP-1 may arrange for AC power in an Adjacent Collocation arrangement from a retail provider of electrical power.
- 8.5 Security Escort. A security escort will be required whenever CLP-1 or its approved agent desires access to the Remote Site Location after the one accompanied site visit allowed prior to completing BellSouth's Security

Training requirements. The parties will negotiate appropriate security escort rates which will be assessed on a one half (1/2) hour increment basis.

- 8.6 Rate "True-Up". The Parties agree that the prices reflected as interim herein shall be "trued-up" (up or down) based on final prices either determined by further agreement or by an effective order, in a proceeding involving BellSouth before the regulatory authority for the state in which the services are being performed or any other body having jurisdiction over this Agreement (hereinafter "Commission"). Under the "true-up" process, the interim price for each service shall be multiplied by the volume of that service purchased to arrive at the total interim amount paid for that service ("Total Interim Price"). The final price for that service shall be multiplied by the volume purchased to arrive at the total final amount due ("Total Final Price"). The Total Interim Price shall be compared with the Total Final Price. If the Total Final Price is more than the Total Interim Price, CLP-1 shall pay the difference to BellSouth. If the Total Final Price is less than the Total Interim Price, BellSouth shall pay the difference to CLP-1. Each Party shall keep its own records upon which a "true-up" can be based and any final payment from one Party to the other shall be in an amount agreed upon by the Parties based on such records. In the event of any disagreement as between the records or the Parties regarding the amount of such "true-up," the Parties agree that the Commission shall be called upon to resolve such differences.
- 8.7 Other. If no rate is identified in Attachment A to the SGAT, the rate for the specific service or function will be negotiated by the Parties upon request by either Party. Payment of all other charges shall be due as dictated by CLP-1's current billing cycle. CLP-1 will pay a late payment charge of the lessor of one and one half percent or the legal interest rate assessed monthly on any balance which remains unpaid after the payment due date.
9. **Insurance**
- 9.1 Maintain Insurance. CLP-1 shall, at its sole cost and expense, procure, maintain, and keep in force insurance as specified in this Section 8 and underwritten by insurance companies licensed to do business in the states applicable under this Agreement and having a Best's Insurance Rating of A-.
- 9.2 Coverage. CLP-1 shall maintain the following specific coverage:
- 9.2.1 Commercial General Liability coverage in the amount of ten million dollars (\$10,000,000.00) or a combination of Commercial General Liability and Excess/Umbrella coverage totaling not less than ten million dollars (\$10,000,000.00). BellSouth shall be named as an Additional Insured on the Commercial General Liability policy as specified herein.

- 9.2.2 Statutory Workers Compensation coverage and Employers Liability coverage in the amount of one hundred thousand dollars (\$100,000.00) each accident, one hundred thousand dollars (\$100,000.00) each employee by disease, and five hundred thousand dollars (\$500,000.00) policy limit by disease.
- 9.2.3 All Risk Property coverage on a full replacement cost basis insuring all of CLP-1's real and personal property situated on or within BellSouth's Remote Site Location.
- 9.2.4 CLP-1 may elect to purchase business interruption and contingent business interruption insurance, having been advised that BellSouth assumes no liability for loss of profit or revenues should an interruption of service occur.
- 9.3 Limits. The limits set forth in Section 8.2 above may be increased by BellSouth from time to time during the term of this Agreement upon thirty (30) days notice to CLP-1 to at least such minimum limits as shall then be customary with respect to comparable occupancy of BellSouth structures.
- 9.4 All policies purchased by CLP-1 shall be deemed to be primary. All policies purchased by CLP-1 shall be deemed to be primary and not contributing to or in excess of any similar coverage purchased by BellSouth. All insurance must be in effect on or before the date equipment is delivered to BellSouth's Remote Site Location and shall remain in effect for the term of this Agreement or until all CLP-1's property has been removed from BellSouth's Remote Site Location, whichever period is longer. If CLP-1 fails to maintain required coverage, BellSouth may pay the premiums thereon and seek reimbursement of same from CLP-1.
- 9.5 Submit certificates of insurance. CLP-1 shall submit certificates of insurance reflecting the coverage required pursuant to this Section a minimum of ten (10) business days prior to the commencement of any work in the Remote Collocation Space. Failure to meet this interval may result in construction and equipment installation delays. CLP-1 shall arrange for BellSouth to receive thirty (30) business days' advance notice of cancellation from CLP-1's insurance company. CLP-1 shall forward a certificate of insurance and notice of cancellation/non-renewal to BellSouth at the following address:

BellSouth Telecommunications, Inc.  
Attn.: Risk Management Coordinator  
675 W. Peachtree Street  
Rm. 17H53  
Atlanta, Georgia 30375

- 9.6 Conformance to recommendations made by BellSouth's fire insurance company. CLP-1 must conform to recommendations made by BellSouth's fire insurance company to the extent BellSouth has agreed to, or shall hereafter agree to, such recommendations.
- 9.7 Self-Insurance. If CLP-1's net worth exceeds five hundred million dollars (\$500,000,000), CLP-1 may elect to request self-insurance status in lieu of obtaining any of the insurance required in Sections 8.2.1 and 8.2.3. CLP-1 shall provide audited financial statements to BellSouth thirty (30) days prior to the commencement of any work in the Remote Collocation Space. BellSouth shall then review such audited financial statements and respond in writing to CLP-1 in the event that self-insurance status is not granted to CLP-1. If BellSouth approves CLP-1 for self-insurance, CLP-1 shall annually furnish to BellSouth, and keep current, evidence of such net worth that is attested to by one of CLP-1's corporate officers. The ability to self-insure shall continue so long as CLP-1 meets all of the requirements of this Section. If CLP-1 subsequently no longer satisfies this Section, CLP-1 is required to purchase insurance as indicated by Sections 8.2.1 and 8.2.3.
- 9.8 Net worth requirements. The net worth requirements set forth in Section 8.7 may be increased by BellSouth from time to time during the term of this Agreement upon thirty (30) days' notice to CLP-1 to at least such minimum limits as shall then be customary with respect to comparable occupancy of BellSouth structures.
- 9.9 Failure to comply. Failure to comply with the provisions of this Section will be deemed a material breach of this Agreement.
- 10. Mechanics Liens**
- 10.1 Mechanics Lien or other Liens. If any mechanics lien or other liens shall be filed against property of either Party (BellSouth or CLP-1), or any improvement thereon by reason of or arising out of any labor or materials furnished or alleged to have been furnished or to be furnished to or for the other Party or by reason of any changes, or additions to said property made at the request or under the direction of the other Party, the other Party directing or requesting those changes shall, within thirty (30) business days after receipt of written notice from the Party against whose property said lien has been filed, either pay such lien or cause the same to be bonded off the affected property in the manner provided by law. The Party causing said lien to be placed against the property of the other shall also defend, at its sole cost and expense, on behalf of the other, any action, suit or proceeding which may be brought for the enforcement of such liens and shall pay any damage and discharge any judgment entered thereon.

**11. Inspections**

- 11.1 BellSouth may conduct inspection. BellSouth may conduct an inspection of CLP-1's equipment and facilities in the Remote Collocation Space(s) prior to the activation of facilities between CLP-1's equipment and equipment of BellSouth. BellSouth may conduct an inspection if CLP-1 adds equipment and may otherwise conduct routine inspections at reasonable intervals mutually agreed upon by the Parties. BellSouth shall provide CLP-1 with a minimum of forty-eight (48) hours or two (2) business days, whichever is greater, advance notice of all such inspections. All costs of such inspection shall be borne by BellSouth.

**12. Security and Safety Requirements**

- 12.1 CLP-1 will be required, at its own expense, to conduct a statewide investigation of criminal history records for each CLP-1 employee being considered for work on the BellSouth Premises, for the states/counties where the CLP-1 employee has worked and lived for the past five years. Where state law does not permit statewide collection or reporting, an investigation of the applicable counties is acceptable. CLP-1 shall not be required to perform this investigation if an affiliated company of CLP-1 has performed an investigation of the CLP-1 employee seeking access, if such investigation meets the criteria set forth above. This requirement will not apply if CLP-1 has performed a pre-employment statewide investigation of criminal history records of the CLP-1 employee for the states/counties where the CLP-1 employee has worked and lived for the past five years or, where state law does not permit a statewide investigation, an investigation of the applicable counties.
- 12.2 CLP-1 shall provide its employees and agents with picture identification which must be worn and visible at all times while in the Collocation Space or other areas in or around the Premises. The photo Identification card shall bear, at a minimum, the employee's name and photo, and the CLP-1 name. BellSouth reserves the right to remove from its premises any employee of CLP-1 not possessing identification issued by CLP-1 or who have violated any of BellSouth's policies as outlined in the CLP Security Training documents. CLP-1 shall hold BellSouth harmless for any damages resulting from such removal of its personnel from BellSouth premises. CLP-1 shall be solely responsible for ensuring that any Guest of CLP-1 is in compliance with all subsections of this Section 12.
- 12.3 CLP-1 will be required to administer to their personnel assigned to the BellSouth Premises security training either provided by BellSouth, or meeting criteria defined by BellSouth.



- 12.4 CLP-1 shall not assign to the BellSouth Premises any personnel with records of felony criminal convictions. CLP-1 shall not assign to the BellSouth Premises any personnel with records of misdemeanor convictions, except for misdemeanor traffic violations, without advising BellSouth of the nature and gravity of the offense(s). BellSouth reserves the right to refuse access to any CLP-1 personnel who have been identified to have misdemeanor criminal convictions. Notwithstanding the foregoing, in the event that CLP-1 chooses not to advise BellSouth of the nature and gravity of any misdemeanor conviction, CLP-1 may, in the alternative, certify to BellSouth that it shall not assign to the BellSouth Premises any personnel with records of misdemeanor convictions (other than misdemeanor traffic violations).
- 12.4.1 CLP-1 shall not knowingly assign to the BellSouth Premises any individual who was a former employee of BellSouth and whose employment with BellSouth was terminated for a criminal offense whether or not BellSouth sought prosecution of the individual for the criminal offense.
- 12.4.2 CLP-1 shall not knowingly assign to the BellSouth Premises any individual who was a former contractor of BellSouth and whose access to a BellSouth Premises was revoked due to commission of a criminal offense whether or not BellSouth sought prosecution of the individual for the criminal offense.
- 12.5 For each CLP-1 employee requiring access to a BellSouth Premises pursuant to this Agreement, CLP-1 shall furnish BellSouth, prior to an employee gaining such access, a certification that the aforementioned background check and security training were completed. The certification will contain a statement that no felony convictions were found and certifying that the security training was completed by the employee. If the employee's criminal history includes misdemeanor convictions, CLP-1 will disclose the nature of the convictions to BellSouth at that time. In the alternative, CLP-1 may certify to BellSouth that it shall not assign to the BellSouth Premises any personnel with records of misdemeanor convictions other than misdemeanor traffic violations.
- 12.6 At BellSouth's request, CLP-1 shall promptly remove from BellSouth's Premises any employee of CLP-1 BellSouth does not wish to grant access to its premises 1) pursuant to any investigation conducted by BellSouth or 2) prior to the initiation of an investigation if an employee of CLP-1 is found interfering with the property or personnel of BellSouth or another CLP, provided that an investigation shall promptly be commenced by BellSouth.
- 12.7 Notification to BellSouth. BellSouth reserves the right to interview CLP-1's employees, agents, or contractors in the event of wrongdoing in or around BellSouth's property or involving BellSouth's or another CLP's property or personnel, provided that BellSouth shall provide reasonable notice to CLP-1's Security contact of such interview. CLP-1 and its contractors shall reasonably

cooperate with BellSouth's investigation into allegations of wrongdoing or criminal conduct committed by, witnessed by, or involving CLP-1's employees, agents, or contractors. Additionally, BellSouth reserves the right to bill CLP-1 for all reasonable costs associated with investigations involving its employees, agents, or contractors if it is established and mutually agreed in good faith that CLP-1's employees, agents, or contractors are responsible for the alleged act. BellSouth shall bill CLP-1 for BellSouth property that is stolen or damaged where an investigation determines the culpability of CLP-1's employees, agents, or contractors and where CLP-1 agrees, in good faith, with the results of such investigation. CLP-1 shall notify BellSouth in writing immediately in the event that the CLP discovers one of its employees already working on the BellSouth premises is a possible security risk. Upon request of the other Party, the Party who is the employer shall discipline consistent with its employment practices, up to and including removal from BellSouth Premises, any employee found to have violated the security and safety requirements of this section. CLP-1 shall hold BellSouth harmless for any damages resulting from such removal of its personnel from BellSouth premises.

- 12.8 Use of Supplies. Unauthorized use of telecommunications equipment or supplies by either Party, whether or not used routinely to provide telephone service (e.g. plug-in cards,) will be strictly prohibited and handled appropriately. Costs associated with such unauthorized use may be charged to the offending Party, as may be all associated investigative costs.
- 12.9 Use of Official Lines. Except for non-toll calls necessary in the performance of their work, neither Party shall use the telephones of the other Party on the BellSouth Premises. Charges for unauthorized telephone calls may be charged to the offending Party, as may be all associated investigative costs. In no event shall CLP-1, its agents, vendors or employees access BellSouth or any other CLP's end user telephone lines.
- 12.10 Accountability. Full compliance with the Security requirements of this section shall in no way limit the accountability of either Party to the other for the improper actions of its employees.

### **13. Destruction of Remote Collocation Space**

- 13.1 Remote Collocation Space is damaged. In the event a Remote Collocation Space is wholly or partially damaged by fire, windstorm, tornado, flood or by similar causes to such an extent as to be rendered wholly unsuitable for CLP-1's permitted use hereunder, then either Party may elect within ten (10) business days after such damage, to terminate this Agreement with respect to the affected Remote Collocation Space, and if either Party shall so elect, by giving the other written notice of termination, both Parties shall stand released

of and from further liability under the terms hereof with respect to such Remote Collocation Space. If the Remote Collocation Space shall suffer only minor damage and shall not be rendered wholly unsuitable for CLP-1's permitted use, or is damaged and the option to terminate is not exercised by either Party, BellSouth covenants and agrees to proceed promptly without expense to CLP-1, except for improvements not the property of BellSouth, to repair the damage. BellSouth shall have a reasonable time within which to rebuild or make any repairs, and such rebuilding and repairing shall be subject to delays caused by storms, shortages of labor and materials, government regulations, strikes, walkouts, and causes beyond the control of BellSouth, which causes shall not be construed as limiting factors, but as exemplary only. CLP-1 may, at its own expense, accelerate the rebuild of its Remote Collocation Space and equipment provided however that a BellSouth Certified Contractor is used and the necessary space preparation has been completed. Rebuild of equipment must be performed by a BellSouth Certified Vendor. If CLP-1's acceleration of the project increases the cost of the project, then those additional charges will be incurred by CLP-1. Where allowed and where practical, CLP-1 may erect a temporary facility while BellSouth rebuilds or makes repairs. In all cases where the Remote Collocation Space shall be rebuilt or repaired, CLP-1 shall be entitled to an equitable abatement of rent and other charges, depending upon the unsuitability of the Remote Collocation Space for CLP-1's permitted use, until such Remote Collocation Space is fully repaired and restored and CLP-1's equipment installed therein (but in no event later than thirty (30) business days after the Remote Collocation Space is fully repaired and restored). Where CLP-1 has placed a Remote Site Adjacent Arrangement pursuant to section 3.4, CLP-1 shall have the sole responsibility to repair or replace said Remote Site Adjacent Arrangement provided herein. Pursuant to this section, BellSouth will restore the associated services to the Remote Site Adjacent Arrangement.

#### **14. Eminent Domain**

- 14.1 Power of Eminent Domain. If the whole of a Remote Collocation Space or Remote Site Adjacent Arrangement shall be taken by any public authority under the power of eminent domain, then this Agreement shall terminate with respect to such Remote Collocation Space or Remote Site Adjacent Arrangement as of the day possession shall be taken by such public authority and rent and other charges for the Remote Collocation Space or Remote Site Adjacent Arrangement shall be paid up to that day with proportionate refund by BellSouth of such rent and charges as may have been paid in advance for a period subsequent to the date of the taking. If any part of the Remote Collocation Space or Remote Site Adjacent Arrangement shall be taken under eminent domain, BellSouth and CLP-1 shall each have the right to terminate this Agreement with respect to such Remote Collocation Space or Remote Site Adjacent Arrangement and declare the same null and void, by

written notice of such intention to the other Party within ten (10) business days after such taking.

**15. Nonexclusivity**

- 15.1 Agreement is not exclusive. CLP-1 understands that this Agreement is not exclusive and that BellSouth may enter into similar agreements with other Parties. Assignment of space pursuant to all such agreements shall be determined by space availability and made on a first come, first served basis.

**16. Notices**

- 16.1 Except as otherwise provided herein, any notices or demands that are required by law or under the terms of this Agreement shall be given or made by CLP-1 or BellSouth in writing and shall be given by hand delivery, or by certified or registered mail, and addressed to the parties as follows:

To BellSouth:  
600 N. 19<sup>th</sup> Street  
9<sup>th</sup> Floor  
Birmingham, AL 35240  
ATTN: CLP Account Team

To CLP-1:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
ATTN: \_\_\_\_\_

- 16.2.1 Such notices shall be deemed to have been given in the case of certified or registered mail when deposited in the United States mail with postage prepaid.

**17. Indemnity/Limitations of Liability**

- 17.1 CLP-1 shall be liable for any damage to property, equipment or facilities or injury to person caused by the activities of CLP-1, its agents or employees pursuant to, or in furtherance of, rights granted under this Agreement. CLP-1 shall indemnify and hold BellSouth harmless from and against any judgments, fees, costs or other expenses resulting or claimed to result from such activities by CLP-1, its agents or employees.
- 17.2 BellSouth shall not be liable to CLP-1 for any interruption of CLP-1's service or for interference with the operation of CLP-1's communications facilities, or for any special, indirect, incidental or consequential damages arising in any manner, including BellSouth's negligence, out of the use of the Collocation Space(s) and CLP-1 shall indemnify, defend and hold BellSouth harmless from and against any and all claims, demands, causes of action, costs and reasonable attorneys' fees with respect to such special, indirect, incidental or consequential damages.

**18. Publicity**

- 18.1 CLP-1 agrees to submit to BellSouth all advertising, sales promotion, press releases, and other publicity matters relating to this Agreement or mentioning or implying the tradenames, logos, trademarks or service marks (hereinafter "Marks") of BellSouth Corporation and/or any of its affiliated companies or language from which the connection of said Marks therewith may be inferred or implied, or mentioning or implying the names of any personnel of BellSouth Corporation and/or any of its affiliated companies, and CLP-1 further agrees not to publish or use such advertising, sales promotions, press releases, or publicity matters without BellSouth's prior written consent.

**19. Force Majeure**

- 19.1 Neither party shall be in default by reason of any failure in performance of this Agreement, in accordance with its terms and conditions, if such failure arises out of causes beyond the control of the nonperforming party including, but not restricted to, acts of God, acts of government, insurrections, fires, floods, accidents, epidemics, quarantines, restrictions, strikes, freight embargoes, inability to secure raw materials or transportation facilities, acts or omissions of carriers or any and all other causes beyond the party's control.

**20. Assignment**

- 20.1 CLP-1 acknowledges that this Agreement does not convey any right, title or interest in the Central Office to CLP-1. This Agreement is not assignable by either party without the prior written consent of the other party, and any attempt to assign any of the rights, duties or obligations of this Agreement without such consent is void. Notwithstanding the foregoing, either party may assign any rights, duties or obligations of this Agreement to a parent, subsidiary or affiliate without the consent of the other party.

**21. No Implied Waiver**

- 21.1 No consent or waiver by either party to or of any breach of any covenant, term, condition, provision or duty of the other party under this Agreement shall be construed as a consent to or waiver of any other breach of the same or any other covenant, term, condition, provision or duty. No such consent or waiver shall be valid unless in writing and signed by the party granting such consent or waiver.

**22. Governing Law**

- 22.1 This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of North Carolina, without regard to its conflict of laws principles.

**23. Compliance with Laws**

- 23.1 The Parties agree to comply with all applicable federal, state, and local laws, rules and regulations in the performance of this Agreement.

**24. Resolution of Disputes**

- 24.1 Except as otherwise stated in this Agreement, the Parties agree that if any dispute arises as to the interpretation of any provision of this Agreement or as to the proper implementation of this Agreement, the parties will petition the Commission in the state where the services are provided pursuant to this Agreement for a resolution of the dispute. However, each party reserves any rights it may have to seek judicial review of any ruling made by the Public Service Commission concerning this Agreement.

**25. Section Headings**

- 25.1 The section headings used herein are for convenience only, and shall not be deemed to constitute integral provisions of this Agreement.

**26. Authority**

- 26.1 Each of the parties hereto warrants to the other that the person or persons executing this Agreement on behalf of such party has the full right, power and authority to enter into and execute this Agreement on such party's behalf and that no consent from any other person or entity is required as a condition precedent to the legal effect of this Agreement.

**27. Review of Agreement**

- 27.1 The parties acknowledge that each has had an opportunity to review and negotiate this Agreement and has executed this Agreement only after such review and negotiation. The Parties further agree that this Agreement shall be deemed to have been drafted by both BellSouth and CLP-1 and the terms and conditions contained herein shall not be construed any more strictly against one party or the other.

**28. Filing of Agreement**

- 28.1 Upon execution of this Agreement it shall be filed with the appropriate state regulatory agency pursuant to the requirements of section 252 of the Act. If the regulatory agency imposes any filing or public interest notice fees regarding the filing or approval of the Agreement, said costs shall be borne by CLP-1.
- 28.2 For electronic filing purposes in the State of Louisiana, the CLP Louisiana Certification Number is required and must be provided by CLP-1 prior to filing of the Agreement. The CLP Louisiana Certification Number for CLP-1 is \_\_\_\_\_.

**29. Entire Agreement**

- 29.1 This Agreement contains the full understanding of the Parties (superseding all prior or contemporaneous correspondence between the Parties) and shall constitute the entire agreement between BellSouth and CLP-1 and may not be modified or amended other than by a written instrument signed by both parties. If any conflict arises between the terms and conditions contained in this Agreement and those contained in a filed tariff, the terms and conditions of this Agreement shall control.

IN WITNESS WHEREOF, the Parties have executed this Agreement by their duly authorized representatives in one or more counterparts, each of which shall constitute an original, on the day and year first above written.

BELLSOUTH TELECOMMUNICATIONS,  
INC.

(CLP-1's Full Company Name)

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Print or Type Name

\_\_\_\_\_  
Print or Type Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**EXHIBIT A**

Page 1 of 4

**ENVIRONMENTAL AND SAFETY  
PRINCIPLES**

The following principles provide basic guidance on environmental and safety issues when applying for and establishing Physical Collocation arrangements.

**1. GENERAL PRINCIPLES**

- 1.1. Compliance with Applicable Law. BellSouth and CLP-1 agree to comply with applicable federal, state, and local environmental and safety laws and regulations including U.S. Environmental Protection Agency (USEPA) regulations issued under the Clean Air Act (CAA), Clean Water Act (CWA), Resource Conservation and Recovery Act (RCRA), Comprehensive Environmental Response, Compensation and Liability Act (CERCLA), Superfund Amendments and Reauthorization Act (SARA), the Toxic Substances Control Act (TSCA), and OSHA regulations issued under the Occupational Safety and Health Act of 1970, as amended and NFPA and National Electrical Codes (NEC) and the NESC ("Applicable Laws"). Each Party shall notify the other if compliance inspections are conducted by regulatory agencies and/or citations are issued that relate to any aspect of this Agreement.
- 1.2. Notice. BellSouth and CLP-1 shall provide notice to the other, including Material Safety Data Sheets (MSDSs), of known and recognized physical hazards or Hazardous Chemicals existing on site or brought on site. Each Party is required to provide specific notice for known potential Imminent Danger conditions. CLP-1 should contact 1-800-743-6737 for BellSouth MSDS sheets.
- 1.3. Practices/Procedures. BellSouth may make available additional environmental control procedures for CLP-1 to follow when working at BellSouth Premises (See Section 2, below). These practices/procedures will represent the regular work practices required to be followed by the employees and contractors of BellSouth for environmental protection. CLP-1 will require its contractors, agents and others accessing the BellSouth Premises to comply with these practices. Section 2 lists the Environmental categories where BST practices should be followed by CLP when operating in the BellSouth Premises.
- 1.4. Environmental and Safety Inspections. BellSouth reserves the right to inspect the CLP-1 space with proper notification. BellSouth reserves the right to stop any CLP-1 work operation that imposes Imminent Danger to the environment, employees or other persons in the area or Facility.



- 1.5 Hazardous Materials Brought On Site. Any hazardous materials brought into, used, stored or abandoned at the BellSouth Premises by CLP-1 are owned by CLP-1. CLP-1 will indemnify BellSouth for claims, lawsuits or damages to persons or property caused by these materials. Without prior written BellSouth approval, no substantial new safety or environmental hazards can be created by CLP-1 or different hazardous materials used by CLP-1 at BellSouth Facility. CLP-1 must demonstrate adequate emergency response capabilities for its materials used or remaining at the BellSouth Facility.
- 1.6 Spills and Releases. When contamination is discovered at a BellSouth Premises, the Party discovering the condition must notify BellSouth. All Spills or Releases of regulated materials will immediately be reported by CLP-1 to BellSouth.
- 1.7 Coordinated Environmental Plans and Permits. BellSouth and CLP-1 will coordinate plans, permits or information required to be submitted to government agencies, such as emergency response plans, spill prevention control and countermeasures (SPCC) plans and community reporting. If fees are associated with filing, BellSouth and CLP-1 will develop a cost sharing procedure. If BellSouth's permit or EPA identification number must be used, CLP-1 must comply with all of BellSouth's permit conditions and environmental processes, including environmental "best management practices (BMP)" (see Section 2, below) and/or selection of BST disposition vendors and disposal sites.
- 1.8 Environmental and Safety Indemnification. BellSouth and CLP-1 shall indemnify, defend and hold harmless the other Party from and against any claims (including, without limitation, third-party claims for personal injury or death or real or personal property damage), judgments, damages, (including direct and indirect damages, and punitive damages), penalties, fines, forfeitures, costs, liabilities, interest and losses arising in connection with the violation or alleged violation of any Applicable Law or contractual obligation or the presence or alleged presence of contamination arising out of the acts or omissions of the indemnifying Party, its agents, contractors, or employees concerning its operations at the Facility.

## 2. **CATEGORIES FOR CONSIDERATION OF ENVIRONMENTAL ISSUES**

When performing functions that fall under the following Environmental categories on BellSouth's Premises, CLP-1 agrees to comply with the applicable sections of the current issue of BellSouth's Environmental and Safety Methods and Procedures (M&Ps), incorporated herein by this reference. CLP-1 further agrees to cooperate with BellSouth to ensure that CLP-1's employees, agents, and/or subcontractors are knowledgeable of and satisfy those provisions of BellSouth's Environmental M&Ps which apply to

the specific Environmental function being performed by CLP-1, its employees, agents and/or subcontractors.

The most current version of reference documentation must be requested from BellSouth.

ENVIRONMENTAL CATEGORIES	ENVIRONMENTAL ISSUES	ADDRESSED BY THE FOLLOWING DOCUMENTATION
Disposal of hazardous material or other regulated material (e.g., batteries, fluorescent tubes, solvents & cleaning materials)	Compliance with all applicable local, state, & federal laws and regulations  Pollution liability insurance  EVET approval of contractor	<ul style="list-style-type: none"> <li>• Std T&amp;C 450</li> <li>• Fact Sheet Series 17000</li> <li>• Std T&amp;C 660-3</li> <li>• Approved Environmental Vendor List (Contact E/S Management)</li> </ul>
Emergency response	Hazmat/waste release/spill firesafety emergency	<ul style="list-style-type: none"> <li>• Fact Sheet Series 1700</li> <li>• Building Emergency Operations Plan (EOP) (specific to and located on Premises)</li> </ul>
Contract labor/outsourcing for services with environmental implications to be performed on BellSouth Premises (e.g., disposition of hazardous material/waste; maintenance of storage tanks)	Compliance with all applicable local, state, & federal laws and regulations  Performance of services in accordance with BST's environmental M&Ps  Insurance	<ul style="list-style-type: none"> <li>• Std T&amp;C 450</li> <li>• Std T&amp;C 450-B</li> <li>• (Contact E/S for copy of appropriate E/S M&amp;Ps.)</li> <li>• Std T&amp;C 660</li> </ul>
Transportation of hazardous material	Compliance with all applicable local, state, & federal laws and regulations  Pollution liability insurance  EVET approval of contractor	<ul style="list-style-type: none"> <li>• Std T&amp;C 450</li> <li>• Fact Sheet Series 17000</li> <li>• Std T&amp;C 660-3</li> <li>• Approved Environmental Vendor List (Contact E/S Management)</li> </ul>

Maintenance/operations work which may produce a waste	Compliance with all application local, state, & federal laws and regulations	<ul style="list-style-type: none"> <li>• Std T&amp;C 450</li> </ul>
Other maintenance work	Protection of BST employees and equipment	<ul style="list-style-type: none"> <li>• 29CFR 1910.147 (OSHA Standard)</li> <li>• 29CFR 1910 Subpart O (OSHA Standard)</li> </ul>
Janitorial services	<p>All waste removal and disposal must conform to all applicable federal, state and local regulations</p> <p>All Hazardous Material and Waste</p> <p>Asbestos notification and protection of employees and equipment</p>	<ul style="list-style-type: none"> <li>• P&amp;SM Manager - Procurement</li> <li>• Fact Sheet Series 17000</li> <li>• GU-BTEN-001BT, Chapter 3</li> <li>• BSP 010-170-001BS (Hazcom)</li> </ul>
Manhole cleaning	<p>Compliance with all applicable local, state, &amp; federal laws and regulations</p> <p>Pollution liability insurance</p> <p>EVET approval of contractor</p>	<ul style="list-style-type: none"> <li>• Std T&amp;C 450</li> <li>• Fact Sheet 14050</li> <li>• BSP 620-145-011PR Issue A, August 1996</li> <li>• Std T&amp;C 660-3</li> <li>• Approved Environmental Vendor List (Contact E/S Management)</li> </ul>
Removing or disturbing building materials that may contain asbestos	Asbestos work practices	<ul style="list-style-type: none"> <li>• GU-BTEN-001BT, Chapter 3</li> </ul>

### 3. DEFINITIONS

**Generator.** Under RCRA, the person whose act produces a Hazardous Waste, as defined in 40 CFR 261, or whose act first causes a Hazardous Waste to become subject to regulation. The Generator is legally responsible for the proper management and disposal of Hazardous Wastes in accordance with regulations.

**Hazardous Chemical.** As defined in the U.S. Occupational Safety and Health (OSHA) hazard communication standard (29 CFR 1910.1200), any chemical which is a health hazard or physical hazard.

Hazardous Waste. As defined in section 1004 of RCRA.

Imminent Danger. Any conditions or practices at a facility, which are such that a danger exists which could reasonably be expected to cause immediate death or serious harm to people or immediate significant damage to the environment or natural resources.

Spill or Release. As defined in Section 101 of CERCLA.

#### **4. ACRONYMS**

E/S – Environmental/Safety

EVET - Environmental Vendor Evaluation Team

DEC/LDEC - Department Environmental Coordinator/Local Department Environmental Coordinator

GU-BTEN-001BT - BellSouth Environmental Methods and Procedures

NESC - National Electrical Safety Codes

P&SM - Property & Services Management

Std. T&C - Standard Terms & Conditions

## CLP NAME

DATE \_\_\_\_\_

STATE	Central Office/City	CAGED Sq. Ft.	CAGELESS # Bays		FRAME TERMINATIONS	CLP Provided BDFB--Amps Load	BST Provided BDFB---Amps Load	Heat Dissipation BTU/Hour	Entrance Facilities # sheaths & # fibers	Proposed Application Date	NOTES
			Standard Bays*	Non- Standard Bays**							

\*Standard bays are defined as racks, bays or cabinets, including equipment and cable, with measurements equal to or less than the following: Width - 26", Depth - 25". The standard height for all collocated equipment bays in BellSouth is 7' 0"

\*\* Any forecast for non-standard cageless bays must include an attachment describing the quantity and width and depth measurements

**Notes** Forecast information will be used for no other purpose than collocation planning

Forecast with application dates greater than 3 months from the date of submission will not guarantee the reservation of space in the office requested.

**MICROWAVE COLLOCATION**

Where technically feasible and where space is available, BellSouth will provide for physical collocation of CLP-1's microwave equipment on the roofs of BellSouth's Central Office Buildings. Such equipment will be limited to that necessary for interconnection of CLP-1's network facilities to BellSouth's network or access to BellSouth's unbundled network elements.

Microwave Collocation includes placement of supporting masts, non-penetrating roof mounts ("NPRM"), penetrating pipe stands, parapet mounts, and microwave antenna(e) on the roof top or other suitable exterior spaces of BellSouth's Central Offices and does not include the construction of towers. The Parties will work together to determine the preferable type of antenna mount reasonably considering such factors as permitting requirements, roof maintenance issues and any other relevant factors. BellSouth shall have final approval of the type of antenna mount. The Parties agree that the elements listed below reflect requirements for Microwave Collocation, which shall be provided in accordance with the rates, terms and conditions set forth below. The Parties acknowledge that Microwave Collocation requires unobstructed line-of-sight. Unobstructed line-of-sight will be provided by BellSouth where technically feasible but is not guaranteed to be available. CLP-1 accepts the responsibility of determining unobstructed line-of-sight at any location where CLP-1 applies for Microwave Collocation.

**1. PROVISIONING PROCESS AND FEES**

**A. Initial Site Visit**

CLP-1 will provide a Site Visit Request to BellSouth, in writing, setting forth the names of the BellSouth Central Office Buildings(s) CLP-1 wishes to visit for potential Microwave Collocation. Such site visit consists of CLP-1 representatives and appropriate BellSouth personnel visiting a BellSouth Central Office building for the purpose of determining whether an unobstructed line-of-sight is technically feasible. CLP-1 will be responsible for making an unobstructed line-of-sight determination. Such Site Visit does not obligate CLP-1 to request, or BellSouth to provide, Microwave Collocation on the site. The site visit will take place within fifteen (15) calendar days of receipt by BellSouth of CLP-1's Site Visit Request or as soon thereafter as can be scheduled by the Parties.

CLP-1 will submit a Site Visit Request Fee as specified in Exhibit B, and will pay for the reasonable cost BellSouth incurs for travel, if necessary, for each site requested with each Site Visit not to exceed two hours. Charges for site visits that take longer than two (2) hours will be charged by BellSouth to CLP-1 at BellSouth's loaded labor rates on a per hour basis in addition to the Site Visit Request Fee. BellSouth will make every effort possible to use resources near the requested location to minimize travel required. If BellSouth determines that airline travel is required, BellSouth will contact CLP-1 in an effort to discuss possible alternatives.

**C. Microwave Collocation Application**

This provision shall coincide with provisions under Section 6 and 7 of the Collocation Attachment.

BellSouth will respond to Microwave Collocation Application(s) pursuant to Section 2 and 6 of this Agreement.

INTERCONNECTOR shall submit the Application and Inquiry document pursuant to BellSouth's FCC #1, Section 20 tariff (for virtual) or Section 6 of the Collocation Attachment, in addition to a Microwave Collocation Attachment for each central office building where INTERCONNECTOR seeks Microwave Collocation. This application and fees will apply both to space on the roof as well as space inside the BellSouth central office.

INTERCONNECTOR shall provide BellSouth with the following data on the application to the extent available recognizing that certain information may change depending on the final determination of the location providing line of sight.

- Type of antenna mount (pipe, NPRM)
- Type of equipment to be collocated within CLP-1's case (vendor, capacity)
- Line of sight requirements (Azimuth)
- Relevant information includes Station Name, Call Sign, Latitude, Longitude, Primary Antenna Type, Equipment Type, Equipment Emission, Power (dBm/Watts), Receive Level (dBm), EIRP (dBm/Watts), Transmit Frequency (MHz)
- WEIGHT AND CONFIGURATION
- Other relevant information as identified at the INITIAL site visit.

Roof Inspection: BellSouth may require a roof inspection at any site where CLP-1 requests Microwave Collocation. CLP-1 will bear the reasonable cost of the inspection including reasonable travel cost if any. BellSouth intends to use an independent contractor which may be accompanied by BellSouth personnel. The roof inspection fee shall be assessed on an individual case basis unless negotiated as a flat rate by the Parties. Such Roof Inspection does not obligate BellSouth to provide Microwave Collocation on the site.

If BellSouth concludes that rooftop/exterior space which provides CLP-1 with unobstructed line-of-sight does not appear to be technically feasible, BellSouth will provide CLP-1 a written explanation of such technical infeasibility within the specified application response interval in Section 6 of the for the applicable state(s) following BellSouth's receipt of the collocation application including those cases where BellSouth's known business plans provide for or include an addition to the building which would impact the line of sight. This explanation will be included in the response to CLP-1's application.



## SGAT ATTACHMENT I (MW)

BellSouth or its designated subcontractors shall perform all necessary work associated with the Microwave Collocation arrangement involving power and building modifications unless otherwise agreed to by the Parties. All work performed shall be done by a BellSouth certified vendor. CLP-1 shall select a vendor which has been approved as a BellSouth Certified Vendor to perform all engineering and installation work on the Microwave Collocation arrangement pursuant to TR-73503, BST Electrical Standards for Wireless Service Providers on BellSouth facilities Issue 1, Sept 1996, and BST Building Construction and Fire Safety Standards – Section 16170 – June 1998. In some cases CLP-1 must select separate BellSouth Certified Vendors for transmission equipment, switching equipment and power equipment. BellSouth shall provide CLP-1 with a list of Certified Vendors pursuant to Section 20.20 of BellSouth's FCC #1, Virtual Expanded Interconnection tariff or the Collocation Attachment and the Certified Vendor shall bill CLP-1 directly for all work performed for CLP-1 and BellSouth shall have no liability for nor responsibility to pay such charges imposed by the Certified Vendor. BellSouth shall consider certifying CLP-1 or any vendor proposed by CLP-1.

If rooftop/exterior space is available BellSouth shall provide CLP-1 an estimate for such microwave collocation as described more fully in provision 1.D at the same time BellSouth provides its interior collocation space quote.

**D Preparation of Estimate / Application Response**

Within the applicable application response interval (specified in Section 6 of the Collocation Attachment) after receiving from CLP-1 a single complete and accurate Application and Inquiry document, BellSouth will provide, as more fully described below, an estimate including an estimate for the Non-Recurring Charges and Monthly Recurring Charges pursuant to the rates and terms set forth in BellSouth's FCC #1, Section 20 tariff for virtual collocation and Attachment A of BellSouth's SGAT Attachment.

The estimate shall reflect the specifications submitted by CLP-1 and may change based on the actual field conditions encountered during construction.

(1) Estimate:

- (a) The Estimate /Application Response shall set forth separate estimated charges for the following work related to the installation of the Microwave Antenna Arrangement.

(i) **Architectural Plan and Structural Review**

This shall be assessed as part of the non-recurring Microwave Preparation Fee as specified in Exhibit B of this Attachment, for BellSouth Architects or its contractors necessary to review the plans for the Microwave Collocation Arrangement. This will include applicable consulting charges and fees for reviewing permitting material and/or assisting CLP-1 in the permitting process to the extent required.

(ii) **Permitting Review**

This shall be assessed as part of the non-recurring Microwave Preparation Fee as specified in Exhibit B of this Attachment, for BellSouth Property and Services Management and/or Project Managers whose time was reasonably necessary and actually spent reviewing permitting material and/or assisting CLP-1 in the permitting process. BellSouth shall have final approval authority on all proposed conditions, (which shall not be unreasonably withheld) imposed by relevant jurisdictions and BellSouth shall have the right to be represented at all hearings in connection with governmental approvals.

(iii) **Exterior (and Related Interior) Building Modification Work.**

BellSouth will include a quote for BellSouth to perform coring within the Central Office, roof strengthening or any other exterior or related interior building modification that may be required

(iv) **Supervision of General Contractor:**

This shall be assessed as part of the non-recurring Microwave Preparation Fee as specified in Exhibit B of this Attachment, if necessary, for BellSouth Property and Services Management personnel, Consultants, or Project Managers who monitor the Microwave Antenna Support Structure installation performed by CLP-1's contractor. The level of BellSouth's personnel or consultants shall be commensurate

with the requirements for supervising the project and monitoring construction.

(v) **Special Security Construction:**

If BellSouth demonstrates that new secure access to the Microwave Collocation location is reasonably necessary, the costs associated with the construction of such access shall be described on a separate schedule to be provided by BellSouth to CLP-1.

(b) **Recurring Charges**

These consist of.

(i) **Monthly Recurring Roof-top Space Rental Fee**

The Monthly Recurring Roof-top Space Rental Fee shall be on a per square foot basis with a minimum of 12 square feet per microwave arrangement as set forth in this Agreement in Exhibit B. CLP-1 is limited by building and structural support constraints for determining the number of antenna(e) which can be placed on a roof mount, pipe stand, or parapet mount. The diameter of the microwave antenna(e) will be subject to a height limitation of twenty (20) feet above the building or point of attachment, subject to line-of-sight, safety, and structural engineering guidelines, (e.g., weight, wind load). Such equipment will be subject to a structural analysis to be performed by BellSouth's Structural Engineer at CLP-1's sole expense, to ensure that the equipment does not overload the building structure. If any structural reinforcement is required in order to accommodate the placement of the requested diameter and height of such microwave antenna(e), CLP-1 will not be allowed to place such microwave antenna(e). CLP-1 agrees that the height of the structure will be no greater than the minimum required to accommodate line of sight requirements. At no time shall an antenna (e) be directed across open roof space without approval of BellSouth which shall not be unreasonably withheld. CLP-1 shall be responsible for ensuring that the arrangement complies with local zoning requirements.

The billing for the Rooftop Space Rental Fee shall begin on the date the interior and rooftop space preparation activities are complete and the space is made available to CLP-1, or the date CLP-1 first begins the Rooftop microwave equipment installation, whichever is sooner. BellSouth will work with CLP-1 to avoid unreasonable time differences between the completion of rooftop space preparation and interior collocation space construction.

**E. Firm Order**

All estimates shall be valid for the time period as specified in Section 6 of the Collocation Attachment, and CLP-1 shall accept or reject within such time period, unless an extension is requested in writing by CLP-1 and agreed to by BellSouth. Such extension will not exceed thirty (30) days. To accept an estimate, CLP-1 shall so state in writing by submitting a Firm Order to BellSouth and shall pay BellSouth any applicable fees due at that time, with recurring charges due upon completion of the Microwave Collocation area and any necessary supporting electrical or building modification work. Payment requirements will be commensurate with BellSouth's FCC #1 tariff, Section 20, or Attachment A of BellSouth's SGAT

BellSouth will permit one accompanied site visit to CLP-1's designated Microwave collocation arrangement location after receipt of the Firm Order without charge to CLP-1.

**F. Pre-Design Meeting**

Unless otherwise agreed to by the Parties, a joint planning meeting or other method of joint planning between BellSouth and CLP-1 will commence within a maximum of 15 calendar days from BellSouth's receipt of a Firm Order and the payment of agreed upon fees. At such meeting, the Parties will agree to the preliminary design of the Microwave Collocation Space and the equipment configuration requirements as reflected in the Application and affirmed in the Firm Order. The Collocation Space Completion time period will be provided to CLP-1 during the joint planning meeting or as soon as possible thereafter. BellSouth will complete all design work following the joint planning meeting.

**G. Equipment and Testing:**

CLP-1 shall be responsible for providing, at its sole expense, the antenna (e), coaxial cable, brackets, connectors, support structure, grounding and bonding materials, and weather-proofing materials for such support structure or antenna (e) required for the Microwave Collocation. CLP-1 shall also be solely responsible for final adjustments (e.g., pointing) of the antenna (e).

**H. Use Permits.**

CLP-1 shall be responsible for obtaining all relevant Use Permits (UPs) and shall bear all costs and fees. CLP-1 shall regularly apprise BellSouth of the status of such permitting and consult with BellSouth as reasonably necessary.

**2. NO PROPERTY RIGHT CONFERRED**

Notwithstanding anything contained herein to the contrary, Microwave Collocation shall not confer or be deemed to confer any property interest or right in BellSouth's property, and CLP-1 hereby acknowledges that the rights conferred hereunder shall constitute merely a non-exclusive license to use a portion of BellSouth's property solely for the purposes set forth herein. A limit of two (2) CLP-1 Microwave Collocation arrangements per Central Office will be permitted unless otherwise agreed to by the Parties

Title to CLP-1's Microwave Collocation equipment shall remain in CLP-1 as the property of CLP-1 and shall not become fixtures to BellSouth's property.

### 3. RESPONSIBILITY OF THE PARTIES

- A. CLP-1 shall obtain any and all applicable and necessary permits, variances, licenses, approvals and authorizations from the governmental agencies with jurisdiction, including without limitation, use permits, buildings permits, FCC licenses and FAA approval, if required, to operate and maintain CLP-1's facilities during the Term of this Agreement.
- B. CLP-1 shall not use BellSouth's property or permit CLP-1's agents or contractors to do anything in or about the Central Office (s) in conflict with any applicable law affecting the condition, use or occupancy of the property or the installation, operation or maintenance of CLP-1's Microwave Collocation equipment. CLP-1 shall not commit any public or private nuisance or any other act or practice which might or would materially disturb the quiet enjoyment of any occupant of nearby properties
- C. Where BellSouth performs any of the work pursuant to the quotes set forth in 1.C.(2)(a), BellSouth shall select the architect, engineers, surveyors, contractors, suppliers, consultants and subcontractors which may be necessary to develop plans, furnish materials and equipment, and perform construction work. BellSouth shall manage all such work in accordance with the plans and specifications approved by the Parties, all applicable laws, codes and regulations, and shall require that all contractors perform their work in a good workmanlike manner. BellSouth shall require that all BellSouth Contractors include CLP-1 as an ADDITIONAL INSURED to any policies of insurance maintained by the Contractor for purposes of the work, and shall indemnify CLP-1 from losses, costs and expenses incurred as a result of contractor's work. CLP-1 hereby acknowledges and agrees that BellSouth shall not be liable for the work performed, material, supplies, or work products furnished by any contractor, and that CLP-1 shall look solely to the contractor and any warranties, indemnification or insurance furnished by such Contractor, waiving and releasing BellSouth from any claim or liability therefrom except to the extent of the negligence or willful misconduct of BellSouth in the performance of its project management activities.
- D. Notwithstanding any other provision of this Agreement, CLP-1 hereby acknowledges that BellSouth may have existing wireless communications facilities of its own or of other tenants or licensees on or at BellSouth's Central Office, and/or BellSouth may desire from time to time throughout the term of this Agreement to enter into agreements with other wireless communications providers for the installation, operation and maintenance of communications facilities on or at BellSouth's Property ("Other Wireless Carriers"). CLP-1 shall cooperate with BellSouth and all Other Wireless Carriers so as to reasonably accommodate the needs and requirements of such Other Wireless Carriers with respect to the installation, operation, use and maintenance of their equipment and facilities, and all necessary alterations, modifications and other improvements to BellSouth's property, including utility connections and access. Subject to ownership of any exclusive frequency rights, CLP-1's facilities shall not physically, electronically, or inductively interfere with the existing BellSouth or other customers' or tenants' existing facilities. Each transmitter individually and all transmitters collectively at a given location shall comply with appropriate federal, state, and/or local regulations governing the safe levels of RF radiation. The foregoing obligations shall apply equally to all Other Wireless Carriers.
- E. In the event CLP-1 desires to relocate any of its then-existing Microwave Collocation facilities to a different place on the relevant BellSouth Central Office rooftop, CLP-1 shall submit a new application with fee to BellSouth specifying the new location CLP-1 proposes to occupy. If the relocation does not require BellSouth to expend capital, then a Subsequent Application fee will apply as covered in Exhibit B

BellSouth shall, within thirty (30) calendar days of receipt of a complete application, approve such relocation or describe, in writing, why such relocation is not technically feasible.

**F. CLP-1's Insurance Obligations**

Pursuant to Section 8 of the Collocation Attachment.

- G. At its sole cost and expense, CLP-1 shall maintain CLP-1's Microwave equipment, including without limitation, all necessary repairs, replacements and restorations. In addition, CLP-1 shall keep its Microwave Collocation space in a good, neat, sanitary and workmanlike condition. If CLP-1 shall fail to keep its Microwave Collocation space in such workmanlike condition after ten (10) days written notice from BellSouth, BellSouth shall have the right but not the obligation to clean up the space on CLP-1's behalf. In such event, CLP-1 shall be liable to BellSouth for the cost and expense of such work, upon written demand.

**4. SECURE ACCESS**

Pursuant to Section 11 of the Collocation Attachment.

**5 CABLE PROVISIONING**

CLP-1 is responsible for providing, running, and maintaining the cable from the radio frequency (RF) equipment to the collocation cage through the use of a BellSouth Certified Vendor. BellSouth transmission engineering bonding and grounding rules MUST be followed where the cable enters the central office and at the equipment location. BellSouth shall designate the point of entrance of the cable from the roof into the BellSouth Central Office building. BellSouth will be responsible for providing any necessary cable support structure at a rate indicated in Exhibit B. A BellSouth consultant must approve how the cable will be run.

**6. LINE OF SIGHT**

BellSouth will manage roof space on a first-come /first-served basis. BellSouth will work cooperatively with CLP-1 in determining suitable space for CLP-1 equipment. Once the parties mutually determine an initial location which provides for line of sight pursuant to 1A, and 1E above, CLP-1 is guaranteed a clear line of sight from the antenna mount and the edge of BellSouth's roof line. If BellSouth requires a building enhancement modification or through the placement of additional equipment obstructs CLP-1's existing line of sight, BellSouth will work with CLP-1 to move the antenna mount or raise the height of the antenna mount for a clear line of sight. The costs of this modification will be borne by BellSouth.

If a third party elects to place equipment on the roof that obstructs an existing line of sight, the third party application will be denied unless all three parties mutually agree to move an existing arrangement to allow for a clear line of sight. The costs of this application will be borne by the third party.

## 7. ANTENNA MODIFICATIONS

CLP-1 must submit an application with a fee before adding additional equipment to the microwave collocation space or to move equipment outside of designated space. CLP-1 may not construct improvements or make Major Alterations to its rooftop space or microwave transmission facilities without prior written approval from BellSouth, which will not be unreasonably withheld. BellSouth shall respond to any single request (application) within the specified application response interval in Section 6 of the Collocation Attachment for the applicable state(s). "Major Alterations" shall include but not be limited to (i) additional construction by CLP-1 of support equipment within its rooftop space, (ii) any modification to the rooftop space. "Major Alterations" shall not include (i) replacement of mounted equipment with like-sized and weight or smaller mounted equipment or similar functionality, (ii) routine repairs and maintenance to such microwave transmission facilities. Additional equipment or movement of existing equipment will require a new application and application fee. Anything outside of normal maintenance may require a subsequent application fee as indicated in Attachment A of BellSouth's SGAT.

## 8. USE OF ANTENNA SPACE ON OTHER BELLSOUTH TOWERS

Requirements for antenna space on existing towers that are not part of a BellSouth central office will be handled through BellSouth's Master Licensing Process.

## 9. EQUIPMENT REMOVAL

- A. If, at any time, BellSouth reasonably determines that any of CLP-1's facilities or equipment or the installation of CLP-1's facilities or equipment does not meet the requirements outlined in this Agreement, CLP-1 will be responsible for the costs associated with the removal of such facilities or equipment or modification of the facilities or equipment or installation thereof to render it compliant. The removal of equipment must be done by a BellSouth Certified Vendor unless the Parties agree that another certified vendor can be used. If CLP-1 fails to correct any non-compliance with these standards or fails to demonstrate that the equipment is compliant within fifteen (15) days' written notice to CLP-1, BellSouth may have the facilities or equipment removed or the condition correct at CLP-1's expense. Removal of Microwave Collocation equipment shall be as specified in paragraph 9B below.
- B. Except where otherwise agreed to by the Parties, CLP-1 may terminate occupancy in a particular Collocation Space upon thirty (30) calendar days prior written notice to BellSouth. Upon termination of such occupancy, CLP-1 at its expense shall remove its equipment and other property from the Collocation Space. CLP-1 shall have thirty (30) calendar days from the termination date to complete such removal, provided, however, that CLP-1 shall continue payment of monthly fees to BellSouth until such date as CLP-1 has fully vacated the Collocation Space. Should CLP-1 fail to vacate the Collocation Space within thirty (30) calendar days from the termination date, BellSouth shall have the right to remove the equipment and other property of CLP-1 at CLP-1's expense and with no liability for damage or injury to CLP-1's property unless caused by the gross negligence or intentional misconduct of BellSouth. Upon expiration of this Agreement with respect to a Collocation Space, CLP-1 shall surrender such Collocation Space to BellSouth in the same condition as when first occupied by the CLP-1 except for ordinary wear and tear unless otherwise agreed to by the Parties.

**10. NATURE OF USE**

CLP-1 equipment must comply with BellCore Network Equipment Building System (NEBS) Requirements, Electromagnetic Compatibility and Electrical Safety Generic Criteria for Network Telecommunication Equipment (TR-NWT-001089), and FCC OET Bulletin 65 dated 08/97. Requirements of provision 20.18 of BellSouth's FCC #1 tariff also apply. The operation of CLP-1's microwave equipment shall comply with all applicable federal and state RF guidelines.

**11. POWER REQUIREMENTS FOR MICROWAVE ARRANGEMENT**

BellSouth will not provide power or environmental support to the roof space. If BellSouth agrees in response to a specific request by CLP-1 to provide power or environmental support to the roof space, CLP-1 will bear all associated costs as specified by BellSouth to provide such services.

**12. GROUNDING AND BONDING**

CLP-1 at its expense will ensure that any microwave equipment placed on the rooftop collocation space or in the building shall be grounded and bonded according to BellSouth's standards which shall be at a minimum consistent with industry standards. BellSouth agrees that grounding and bonding requirements shall be applied in parity to itself and other Interconnectors for similar types of equipment.

**13. COLLOCATION AGREEMENT PROVISIONS**

Any provision provided specifically herein shall be in addition to applicable provisions in the Collocation Agreement.



BellSouth Telecommunications, Inc.  
North Carolina Utilities Commission  
Docket Nos. P-772, Sub 8; P-913,  
Sub 5; P-989, Sub 3; P-824, Sub 6; and P-1202, Sub 4  
Joint Petitioners' 1st Request for Production  
April 6, 2003  
Item No. 2-24-1

**ATTACHMENT TO REQUEST FOR PRODUCTION,  
ITEM NO. 2-24-1**

**Updated May, 2003**

**OUTSIDE PLANT ENGINEERING (OSPE) GUIDELINES FOR UNBUNDLED  
DARK FIBER**

---

**1. INTRODUCTION**

**1.1** This document provides guidelines for OSPE to design and administer "Unbundled Dark Fiber." Design guidelines for the placement of fiber cables can be found in BSP 855-355-100BT.

**1.2** This service is offered over BellSouth placed and maintained single-mode fiber optic cable supporting operating wavelength of 1310 nanometers (nm) and 1550 nm. Separate fibers will be used for the transmit and receive directions. Two fibers are provided for the working or service channel and two additional fibers provided for a protection channel. It is recommended that all UDF service will be routed through a BellSouth CO (Central Office) for testing and maintenance functions. However, the service does not have to route through a BellSouth CO, if is not economical for BellSouth to do so.

**2. SERVICE DESCRIPTION**

**2.1** UDF is offered as a point-to-point arrangement from POP to CO, CO to Customer Premise, CO to CO, CO to RT or a combination of any of these settings, consisting of four optical fibers and is offered without signal regeneration to compensate for signal losses. The Company makes no other representations regarding the transmission capability of the facilities.

**2.2** Although it is not specifically stated, we intend to only provide Dark Fiber arrangements via a CO, not directly connecting two customer premises unless the most economic method to provide the service on a total cost basis to the Company is via a direct serve architecture.

**2.3** Routing via the CO allows for use of spare fiber capacity (fibers not allocated to a multiplexer site) on existing fiber cables. This can be critical where interoffice routes are involved since interoffice cables can be easily cross-connected in the CO.

**2.4** Routing the fibers through the CO also allows for test access. Since the UDF customer is sharing the same fiber facility as our fiber optics systems, we would be able to monitor and respond to any condition such as a fiber cut, which may interrupt or degrade customer service. In the CO, access to the fiber facility at the fiber termination panel will allow a quicker determination of where along the route a problem is located.

**2.5** Outside plant construction forces, that typically maintain the fiber routes in the region have an obvious need to access the fiber at CO locations for restoration purposes. This is as much to the customer's advantage as ours.

**2.6** Reaction time to fiber outage will be faster if testing can be accomplished from the office for the following reasons:

- The necessary equipment and personnel may already be on site.
- If personnel are not working in the central office, access to our own facilities will usually be faster than to a customer premise. In the case of a fiber outage, an Optical Time Domain Reflectometer (OTDR) can identify an open fiber and identify high loss with accuracy. However, before that can be accomplished, we must have access to a test point. The central office has always been that logical best point for any type of fiber, dark or otherwise.
- The accuracy referred to above is in fiber length. Due to fiber coils at splice points, bends and variations in the trench and duct lines, these measurements vary from the over-the-ground measurements. Therefore, as built record point measurements allow us to supplement our OTDR readings and compensate for these differences. Our restoration plan records, which include manholes and splice points, can be maintained at CO test points. This information, which speeds the restoration process, is obviously proprietary and cannot be left at a customer premise.

2.7 In most states, UDF service will be provided where only unused fiber capacity exists. Unused fiber capacity will not exist in a particular cross-section if the fiber is currently spare, but BellSouth has specific plans to use that capacity within a 2 year period for its own purposes. **UDF service is offered 'as is' without any modification or resplicing to be done.** There are no requirements to build fiber facilities for UDF service, if unused fiber capacity does not exist.

2.8 This service is offered without regeneration, so it will be incumbent upon the customer to insure that, given the BellSouth provided loss budget values, adequate margins are maintained for proper operation of the fiber optic system.

2.9 If the facilities requested by the customer will require regeneration or construction, the Service Inquiry must be returned as "No Facilities Available."

### 3. NETWORK ARCHITECTURE

3.1 The attached drawings illustrate the most common applications that will be employed with a dark fiber arrangement in the loop and/or interoffice network. UDF arrangements will be provided utilizing single mode fiber in the grades that we currently place for our own use in the network. These arrangements can include the following situations or a combination of any, POP to CO, CO to CUSTOMER PREMISES, CO to CO OR CO to RT.

#### Architecture 1 – POP to CO



#### Architecture 2 – CO to Customer Premise



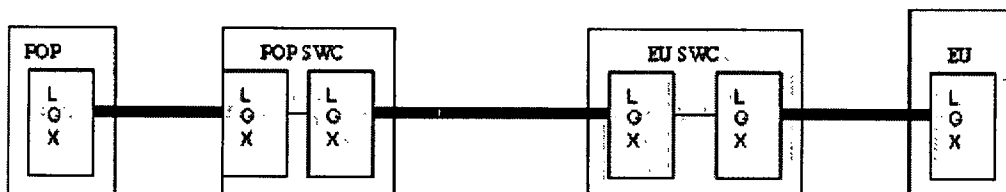
### Architecture 3 – CO to CO



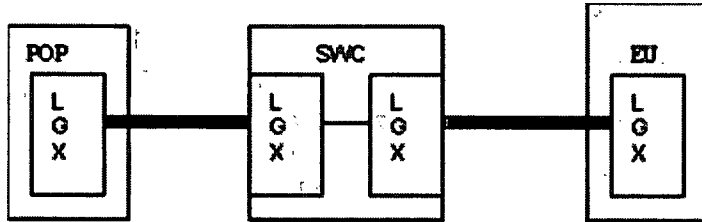
### Architecture 4 – CO to RT



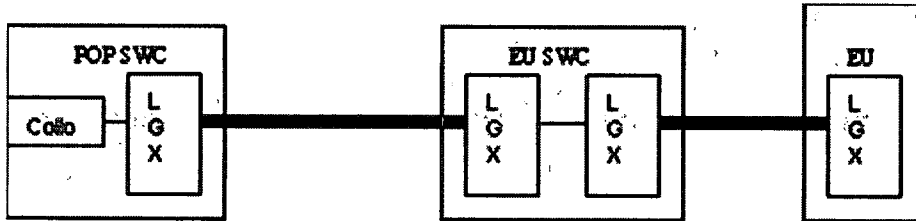
### Architecture 5 – POP to CO to CO to Customer Premise



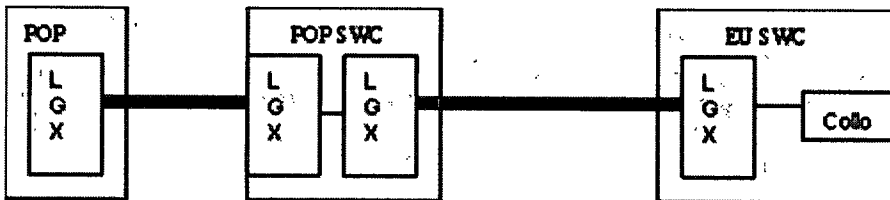
### Architecture 6 – POP to CO to Customer Premise



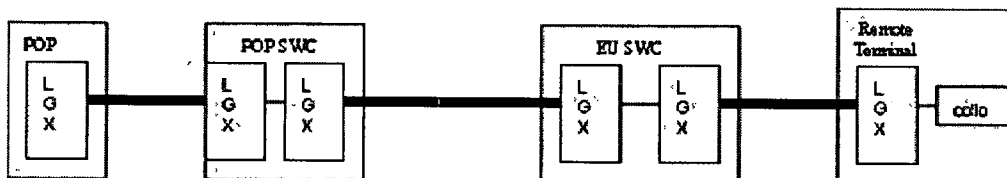
### Architecture 7 – CO to CO to Customer Premise



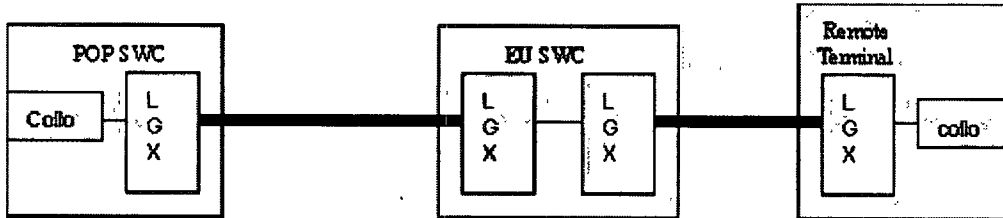
### Architecture 8 – POP to CO to CO



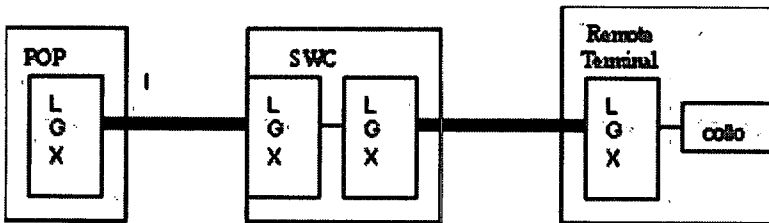
### Architecture 9 – POP to CO to CO to RT



## Architecture 10 – CO to CO to RT



## Architecture 11 – POP to CO to RT



## 4. RESPONSIBILITIES

**4.1** OSPE is responsible for provisioning the 4 fibers in all of these scenarios, including the fiber termination equipment OSPE is responsible for furnishing route details to the transmission engineer concerning route length (including planned rearrangements), existing and/or planned cable grade, number of splice locations, projected maintenance splices and splice types for existing and new facilities proposed for use on Dark Fiber

**4.2** OSPE is solely responsible for the planning and design of the Dark Fiber service when it is contained within a single wire center.

**4.3** Circuit Capacity Management (CCM) is responsible for any interoffice fiber requirements needed to provision a dark fiber service.

**4.4** The Circuit Provisioning Group (CPG) will obtain any loop fiber makeup directly from OSPE via the Fiber Cable Loop Design Information form. The form includes a sketch of the loop portion of the design, the local central office, fiber distances, fiber cable names, fiber numbers, db losses and other required information. A copy of the form is attached as Attachment 2.

## 5. SERVICE INQUIRY

**5.1** UDF service will utilize a manual service inquiry process. The SI will be routed to the appropriate Network groups to check for facility availability and design/assignment information. These facilities may pass through more than one OSPE district. The SI identifies the termination addresses for each section of UDF.

**5.2** The service inquiry provides the OSPE with the opportunity to determine and document if facilities are available for UDF service and, if not, document when and how they will be available

**5.3** Part 2 of the Service Inquiry (see Attachment #1) contains items requiring a response from OSPE. The alpha characters listed below are referenced in Part 2 of Attachment #1.

**OSPE Contact Name:** Enter the contact name of the OSPE associate responsible for the OSPE responses.

**Address:** Enter the address of the OSPE specialist responsible for the OSPE responses.

**Telephone Number:** Enter the contact telephone number of the OSPE specialist responsible for the OSPE responses.

**Fax Number:** Enter the facsimile number of the OSPE specialist responsible for the OSPE responses.

**Date response returned to originator:** Enter the date the response completed and returned to originator.

**Loop fiber available on:** Indicate the date available or projected service date of any authority required for placing the facility.

**Route length in miles (Customer Premises to Serving Wire Center):** Enter the route miles from the customer premises to the Serving Wire Center.

**Engineered (Estimated) Design Loss:** Enter the estimated engineered design loss. OSPE should furnish the estimated loss from the OSPE fiber termination equipment in the central office to the fiber termination equipment on the customer premise. Our engineering (estimated) design loss assumes a worst case (end of life) loss. The customer should use this loss for system engineering. The loss will be calculated at 1310 nm, and at 1550 nm.

**If not available, special construction not required in KY. Special construction job #, considerations, and costs:** Any applicable special construction charges should be indicated here. RL 93-11-030BT, "Special construction Guidelines for Outside Plant Engineering" provides additional details concerning special construction charges

**FRN (Facility Reservation Number):** This number is assigned by the OSPE to denote facilities reserved for the service inquiry. It is recommended to use the service inquiry number. This field should be used at the OSPE's discretion

**Loop fibers:** Enter the CO fiber interconnect equipment type and assignment. This will include the CO bay, relay rack, and jack assignments for the dark fiber termination equipment.

**Cable Name/Number:** Enter the reserved OSPE cable name and fiber count.

**Customer Premises Fiber Interconnect Equipment:** Enter the assignment and type of the fiber interconnect equipment for the customer premises. This will include the bay, relay rack, and jack assignments (as applicable) for the customer premise.

**Design sketch:** Complete the design sketch for the requested service. Typical information furnished along with the sketch would include

- Fiber route
- Grade of cable(s)
- Splice loss

- Splice type(s)
- Future maintenance splice estimate
- Connector type
- Connector loss

5.4 OSPE may be requested to furnish additional information by the CCM/CPG or the transmission engineer

5.5 Responses on the Dark Fiber Service Inquiry should be made, if possible, within three days. This is the standard outside plant interval for broadband services.

5.6 Once Part 2 of the Dark Fiber Service Inquiry is complete, the inquiry should be sent back to the originator with appropriate duplicates retained in the OSPE.

5.7 Because multiple departments in different districts will be involved in completing the Service Inquiry, the actual service date may be difficult to determine. Every effort should be made to provide actual completion dates in addition to intervals (number of work days) to complete the various critical tasks. This is even more critical when a firm order has been received.

## 6. ASSIGNMENT AND ADMINISTRATION

6.1 Fiber cable and individual fiber naming should not be affected by Dark Fiber Service. The LEIM database should be used to identify any active fibers (existing Dark Fiber Services and fibers being utilized by BST) before reserving facilities to provide Dark Fiber Service.

6.2 As a rule, all loop fibers within the sheath are entered in the LEIM database when the placement is authorized. As fibers are selected to support UDF service, information will be entered to reflect the use of these fibers. This is accomplished by creating a single slot piece of equipment (category **msc**) for the central office and customer premises ends, using the format **coudf#nnnn** and **rtudf#nnnn**. The four digit sequence (**nnnn**) should be selected in sequential order beginning with "0001", and using the same number at the central office and customer premises ends for a particular service. These equip-ids are required for each pair of fibers assigned to a circuit segment.

6.3 The equipment should be connected using the appropriate slots on the fiber termination panel. Jumpers required to connect the service through the central office should also be entered. A system should then be created with the CO equipment as the originating equipment and the customer premises equipment as the terminating equipment. The format for the system name is **udf#<circuit number>**. Due to the twenty character limitation for the LEIM system name, the circuit number must be truncated, then appended with an alpha to distinguish between the two sides of the circuit. The objective of this methodology is to record the use of these fibers for UDF service in a manner that is easily identified.

6.4 An example of the naming convention for the circuit id 381xfu827965 001 SB is:

Table 1 -

LEIM Sysid.	udf#381xfu827965a
Originating Equipment	coudf#0001
Terminating Equipment	rtudf#0001



## **7. BUILDING ENTRANCE CONSIDERATIONS**

**7.1** The OSPE/BIC will be required to acquire space for the fiber termination panel to be located at the customer premises. The location of this cabinet should be coordinated with the customer to optimize fiber jumper routing and cable entrance.

**7.2** Fiber cables entering a customer premises must adhere to the National Electric Code (NEC) in effect at time of placement or the prevailing local building code. Bonding and grounding the fiber entrance cable must conform to the requirements of BSP 633-020-085V, Issue B - Bonding and Grounding Outside Plant Cables, Issue 3, July, 1991.

## **8. ENGINEERING CONSIDERATIONS**

**8.1** All current and past approved fiber splicing (i.e., fusion, rotary, array and FiberLok) and connectorization (e.g., biconic) techniques will support UDF service. For inquiries that require the construction of new facilities, the OSPE should plan the route using the normal type and grade of fiber cable. If a new fiber cable is placed, other loop fiber requirements may be included in the same sheath.

**8.2** There is potential for confusion when providing the loss budget estimates. The OSPE must furnish estimated (design) loss from the customer premises fiber termination equipment to the OSPE fiber interconnect equipment in the local serving central office.

## Construction Guide Lines

BellSouth can do construction to provision UNEs, only under certain conditions. These guidelines reflect BellSouth's position in accordance with the Triennial Review Order. See UNE-Construction Decision Table below

### UNE-Construction Decision Table

1. This table is being developed to define what is and what is not construction in the context of providing UNE UDF and DS3 point to point services
2. If construction is applicable, the conditions and processes of the special construction section of the FCC#1 tariff will be followed

<b>Unbundled Dark Fiber</b>	<b>* Yes, No, or N/A See * below</b>
Placement of any fiber cable. This includes building cable extensions from an existing LGX to another LGX, or any stubbing or the placement of any aerial, buried or underground fiber cable	N/A
Splicing, re-splicing or minor rearrangements This includes terminating in an existing or new LGX	Yes
Placement of an LGX due to exhaust or congestion if this is all that is being done (in other words a new LGX with new cable is not legitimate because the new cable is not allowed per the first item above)	Yes
<b>DS-3 Point-to-Point</b>	
New stand alone multiplexer for the channelized service and associated power and cabling (for example, DS-3 UNE is ordered, to order and place the OC-3 mux device construction is 'yes')	Yes
Low speed circuit packs in a higher level facility to serve a lower speed circuit.	No
Middle speed circuit packs in a higher level facility to serve a lower speed circuit	No
Cable out additional drops on existing higher level multiplexer (to existing or new panel)	No
New DSX and LGX panels	Yes
Reconfigure in TIRKS and re-cable existing low speed ports on a higher level facility to serve a lower speed ckt (example convert DS3 to OC03)	Yes
New multiplexer for a higher level facility to serve a lower speed circuit.	Yes
New structure (rack)	Yes
New DWDM equipment (for transport and local channel only)	Yes
New fiber cable, cable extensions, stubs, etc. (either aerial, buried, or underground)	N/A

\*

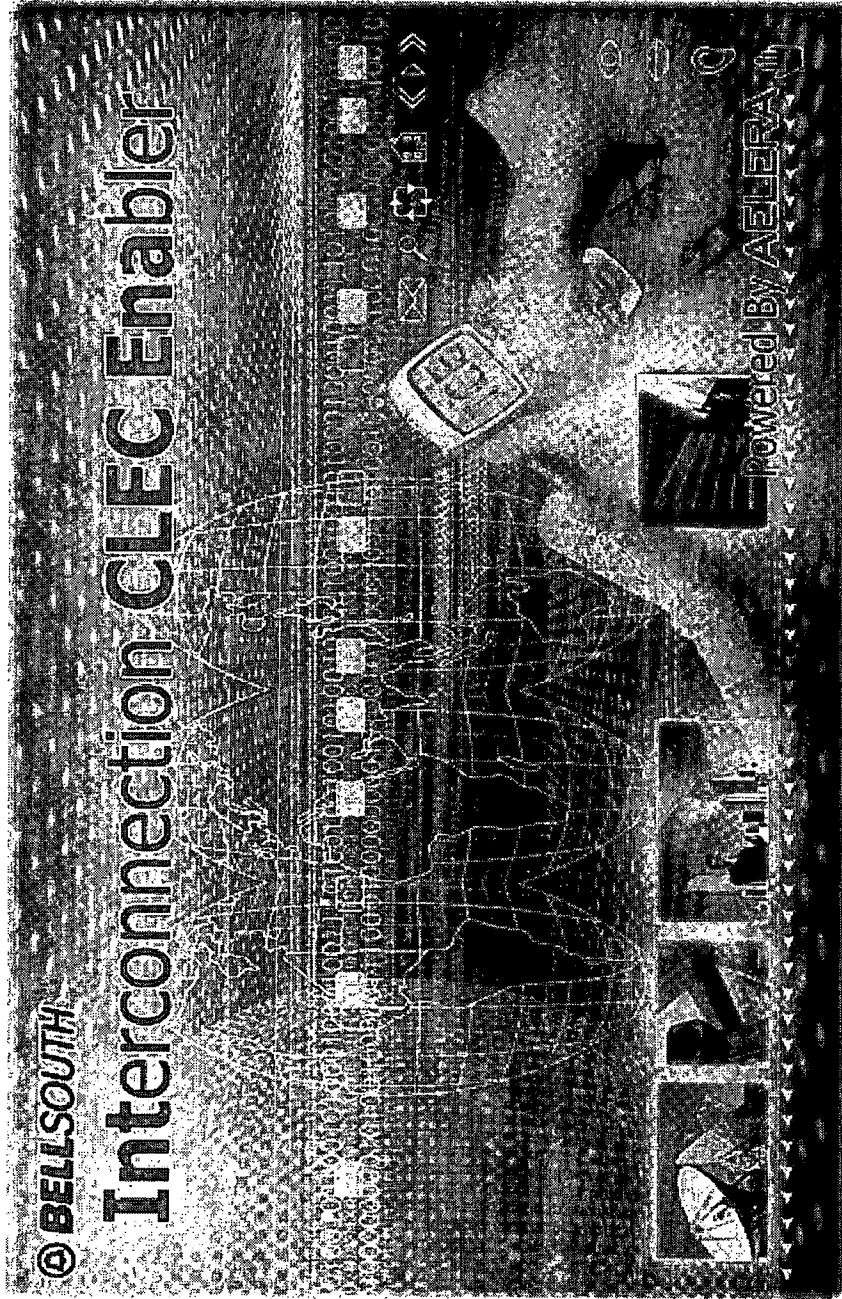
**Yes=this is construction that can be done and billing is applicable**

**No=this is construction that can be done and billing is not applicable**

**N/A=this is construction that CANNOT be done even if the customer offers to pay for it (we do NOT perform this activity). The Service Inquiry should be rejected.**

BellSouth Telecommunications, Inc.  
North Carolina Utilities Commission  
Docket Nos. P-772, Sub 8; P-913,  
Sub 5; P-989, Sub 3; P-824, Sub 6; and P-1202, Sub 4  
Joint Petitioners' 1st Request for Production  
April 6, 2003  
Item No. 2-25-1  
ATTACHMENT 1

**ATTACHMENT TO REQUEST FOR PRODUCTION,  
ITEM NO. 2-25-1**



*System Project Manager – Beverly Shelton-Williams*

*07/03*

## **What Is Interconnection CLEC Enabler (ICE)?**

- ICE is a password protected web based interface for CLEC's to submit selected Unbundled Network Elements (UNE) Service Inquiries (SI).
- ICE allows the CLEC to electronically submit Manual Loop Make Up and XDSL Loop SI/Firm Order Local Service Requests (LSR).

## **Advantages To Using ICE**

- ICE allows the CLEC to submit the SI directly to BellSouth Outside Plant Engineering (OSPE) bypassing the CRSG.
- CLEC does not have to prepare a separate LSR since ICE will generate and forward a firm order LSR to the LCSC fax server for the CLEC.
- No additional charge to use ICE.
- CLEC can use prompts, drop boxes and help screens to input the necessary information.
- An ICE User Guide provides the CLEC with help instructions for the various screens.
- CLECs will be able to monitor and track SIs.
- ICE allows the CLEC the ability to control, refresh and manage multiple user profiles within their own Company.

## General Questions and Information

1. **What is the URL for ICE?**

The web address is <http://ice.bellsouth.com/>

2. **LENS and ICE are both web based, what is the difference between submitting a Loop Make-Up SI in ICE instead of LENS?**

LENS provides access to *electronic Loop Make-Up*, which provides information already charted and stored in *LFACS*.

ICE is the web based version of a *manual* Loop Make-Up request. A manual loop make up is requested when the complete loop make up is not loaded into *LFACS*.

## **General Questions and Information (continued)**

### **3. What UNE products do the CLEC's use ICE to order?**

The following products may be ordered in ICE;

- Manual Loop Make-Up
- 2 Wire ADSL Loop SI/Firm Order
- 2 Wire HDSL Loop SI/Firm Order
- 4 Wire ADSL Loop SI/Firm Order
- Unbundled Copper Loop (Designed) SI/Firm Order

### **4. Is there a price or interval difference when using ICE instead of going through the Complex Resale Support Group (CRSG)?**

No, the costs and intervals are the same, the only difference is the method of submission.



## **General Questions and Information (continued)**

**5. When is ICE available?**

Carrier Notification Letter #SN91083411 introduced ICE on November 26, 2002.

**6. Who do I contact with questions about ICE?**

The ICE User guide can answer most questions. CLEC's should contact their assigned Local Support Manager if there are additional questions.

**7. How Do CLEC's Request A Passwords For ICE?**

They will submit an ICE Password requests to the ECOM/OSS Support Manager.

BellSouth Telecommunications, Inc.  
North Carolina Utilities Commission  
Docket Nos. P-772, Sub 8; P-913,  
Sub 5; P-989, Sub 3; P-824, Sub 6; and P-1202, Sub 4  
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ATTACHMENT 4

**ATTACHMENT TO REQUEST FOR PRODUCTION,  
ITEM NO. 2-25-1**

**ICE - Work Around Processing of LSR's issue - March 24, 2003**

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**Document Number: JA-ICEW-001**

**Issue: 2c, March 24, 2003**



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**ICE - Work Around Processing of LSR's**

**Network Wholesale Operations**

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Document Owner: Tina Berard

404 927-3457

## ICE - Work Around Processing of LSR's issue- March 24, 2003

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### Introduction / Revision History

#### Purpose

The purpose of this document is to provide general information about the ICE system and to instruct the service reps of a workaround related to ICE generated LSR's.

#### Version Info

This revision added workaround information for Loop Modification. [MODIFIED]

Table A - Revision History



## **1.0 Background**

### **1.1 Background**

ICE is a system in which a CLEC is able to submit a request for Loop Make-Up only or order a UNE loop that requires Loop Make-Up through a website. The CLEC no longer has to submit a Service Inquiry form to the CRSG. Instead, the CLEC can access a website and enters all of the information necessary for their request and the system sends the information directly to the Outside Plant Engineering group. The OSPE group responds to the request and either an LSR will be generated to the LCSC or a stand alone Loop Make-Up Service Inquiry form.

---

## **2.0 Process**

### **2.1 Process**

When the OSPE group has responded to a request by a CLEC, the ICE system will generate a manual LSR or LMUSI to the appropriate LCSC that handles the requesting CLEC's orders. These LSR's should be handled "business as usual" by the LCSC.

---

## **3.0 Definitions**

### **3.1 Definitions**

ICE	Interconnection CLEC Enabler
OSPE	Outside Plant Engineering Group
CRSG	Complex Resale Support Group
LMUSI	Loop Make-Up Service Inquiry

---

## **4.0 CLEC's Using ICE**

### **4.1 CLEC's Using ICE**

Currently there are three CLEC's using the ICE system. They are:

- Mpower
  - NewSouth
  - Network Telephon
-

## **5.0 Products**

### **5.1 Products**

The following products can be ordered through ICE:

- Stand Alone Loop Make-Up
- ADLS
- HDLS
- UCL Long and Short

---

## **6.0 Forms**

### **6.1 Forms**

The forms that are generated by the ICE system are

- LMUSI
  - LSR (LSR, EU, Loop Service)
-

## **7.0 WorkArrounds for ICE**

### **7.1 WorkArrounds for ICE**

ICE generated LSR's will always have the word ICE in the Project Field of the LSR. When you see ICE populated in the Project Field, **DO NOT clarify or reject for the following:**

- The LSO does NOT match the LSO in RSAG or ORION
- LSR forms missing **LSOG V4**
- A Service Inquiry form will not be sent with the LSR package of forms

(This is the same as when a CLEC performs electronic LMU and submits LSR with a RESID / FRN)

- The FRN from the OSPE group will be populated in the RESID field on the LSR form
- The City on the EU form is not abbreviated

(EX: Delray Beach on EU form, Delr Bch in RSAG / ORION )

- The INIT address is missing (This information is not required per the BBR, but many CLEC's submit it and EXACT requires something to be populated.)  
On the ICADM Screen in EXACT:  
INIT is the INIT name from the LSR  
TEL is the INIT telephone number from the LSR  
STREET is entered as n/a CITY is entered as n/a ST is entered as xx  
ZIP is entered as 00000
- Project Field has ICE-ULMBT, ICE-ULMLC or ICE-ULMBTLC. Since a Service Inquiry does not apply and the new LSR Loop Mod fields have not been implemented yet, a request for Loop Mod is communicated through the Project Field.

**ICE-ULMBT add the Bridge Tap USOC to the order.**

**ICE-ULMLC add the appropriate Load Coil USOC to the order.**

**ICE-ULMBTLC add both the Bridge Tap and appropriate Load Coil USOC to the order.**

#### **CAUTION**

In all cases, the due date interval for Loop Modification must be used.

Click below to learn more about Loop Modification for UNE

[UNE - ULM](#)

## 8.0 Work Arounds for ICE LMUSI's

### 8.1 Work Arounds for ICE LMUSI's

Ice generated LMUSI's will look different than LMUSI's submitted by the CLEC thru the CRSB. Because the CLEC interacts directly with the OSPE and then directly back to the CLEC via ICE, the LMUSI the LCSC receives will not contain a lot of Network information. The LCSC will receive only the information required to bill the CLEC for the work OSPE performed.

The LMUSI will even tell the LCSC rep which ULM USOC to bill the CLEC.

Below is an example of what the ICE generated LMUSI looks like

General Information	
SI # (PON Number):	4000106215A
CLEC (Initiator) Fax #:	
CLEC Name:	LAURIE BROWN
CLEC Contact / Telephone Number:	3149838631
CLEC ACNA:	NVE
CLEC "C" BAN	305C070036036
CLEC OCN (CC):	7050
REQ TYPE:	AB
TOS:	1B-
ACT:	N
Number of spare copper pairs requested:	1
USOC:	UMKLP

**Note:** The ICE LMUSI does not contain an ACTL. Since the ACTL does not have any effect on the billing order, the LCSC should recap the first ACTL on the BAN.



---

## **9.0 Corrective Action / Feedback**

### **9.1 Corrective Action / Feedback**

Corrections to this document should be submitted via the ISO approved Action Request System (ARs). Please click below to access the AR system via the Interconnection Gateway. [http //90.14 153.151/cgi-bin/gateway/gateway\\_main.cgi](http://90.14.153.151/cgi-bin/gateway/gateway_main.cgi)

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Item No. 2-40-1  
Page 1 of 1  
Attachment 1

## ATTACHMENT TO REQUEST FOR PRODUCTION

ITEM NO. 2-40-1



# **BellSouth Jurisdictional Factors Reporting Guide**

**Issue 5.0**

**December 3, 2003**

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## **Revisions**

### **Issue 1.0**

The initial version of the *BellSouth Jurisdictional Factors Reporting Guide* was issued on August 15, 2001.

### **Issue 2.0**

Incorporated references to *RF-3995 Jurisdictional Factor Report Form* – issued on December 21, 2001.

### **Issue 3.0**

Added minor clarification concerning value to be used if PLF or PLU factors are not reported – issued on August 2, 2002.

### **Issue 4.0**

Added Clarification concerning reporting of SPIU Factor and added language describing SPLU Factor and calculation of intrastate of non-local traffic – issued on October 17, 2002.

### **Issue 5.0**

Revised the e-mail address that is utilized to report jurisdictional factors by electronic mail – issued on December 3, 2003.

## ***BellSouth Jurisdictional Factors Reporting Guide***

### **1.0 Introduction**

Jurisdictional factors are utilized to apportion the billing of BellSouth Access and Local Interconnections Services between the interstate, intrastate and local jurisdictions. The rates, terms and conditions applicable to the provision of services are determined based upon the jurisdictional use of the service. Where sufficient data is available BellSouth will determine the percentage of use by jurisdiction for billing applications in accordance with BellSouth tariffs and contractual agreements. Absent sufficient data it is incumbent upon BellSouth customers to accurately report jurisdictional factors in order for BellSouth to bill the associated services per contractual and regulatory requirements. This document serves as a supplemental guide to the BellSouth tariffs and contracts for the preparation and reporting of the following jurisdictional factors related to Access and Local Interconnection Services

PIU - Percent Interstate Usage

PLU - Percent Local Usage

PLF - Percent Local Facility

These factors are reported by service at a state level as required. Unique service requirements are identified later in this Guide. In general, the PIU factors are required for Access Services and Local Interconnection Services to apportion the billing between the state and interstate jurisdictions. Competitive Local Exchange Carriers (CLECs) are also required to report PLU and PLF factors in addition to PIU factors to further apportion their intrastate use of Local Interconnection services between the state and local jurisdiction. Failure to report values for PLU and/or PLF shall result in the default value of zero percent being applied for these factors. The local jurisdiction is considered a subset of the intrastate jurisdiction in the determination and application of the PLU and PLF factors. The following sections provide information concerning the determination of factors, the application of factors, reporting procedures and customer records requirements. This information is provided as an aide in reporting jurisdictional factors and shall be used as a supplement to BellSouth Tariffs and/or contractual agreements with BellSouth.

### **2.0 Jurisdictions**

There are three basic jurisdictions related to BellSouth Access and Local Interconnections Services. These are the Interstate, Intrastate and the Local jurisdiction. The jurisdiction is determined based upon the physical locations of the

origination and termination points of the communication. An ordinary voice communications telephone call that originates from a location that is in the same state

as the terminating number or called party shall be designated as an intrastate call and the minutes of use for that call shall be billed per the intrastate jurisdictional requirements. Conversely, a call that originates in a different state than the terminating location or called number shall be designated as interstate traffic. A call that originates and terminates within a local calling area as specified in the applicable contract or tariff is designated as local traffic.

The Jurisdiction of a call is determined solely by the location of the party initiating the call and the location of the called party. The origination and termination points are not necessarily determined based upon the carrier's network entry and exit points but rather on the origination and termination locations of the end users or the entities that are involved in the communications or information exchange. When multiple networks or carriers are involved, a particular carrier's transport of the service may be totally within a state boundary, however, the ultimate end points of the call or information exchange may be in different states. In this situation, the traffic shall be designated as interstate for all carriers even though a particular carrier's transport service begins and ends within a state boundary. In other words, jurisdiction of a call is determined solely by the locations of the originating and terminating parties and is not affected by the manner in which the call is routed through the telecommunications network.

The location of the origination or termination end points is determined based upon the location of the serving central offices. If a call terminates to an office that is associated with a LATA in an adjoining state (cross boundary) the call is considered to complete in the state where the central office is located.

### **3.0 Factors**

#### **3.1. General**

BellSouth Jurisdictional factors are jurisdictional projections of the percentages of use of access and interconnection services for billing purposes. Factors shall be provided with the first request for each service in each state and are updated quarterly based upon the most recent three months of data. Factors for the initial request shall be reported via *RF-3995 Jurisdictional Factor Report* that is located at <http://www.interconnection.bellsouth.com/forms/index.html>, CLEC Forms Online or Interexchange Carrier Webforms. If factors are not updated then BellSouth will

assume that the percentages are the same as previously provided. If a valid quarterly report has never been received then BellSouth may utilize the factor(s) provided with the initial order for service, the most recent audit results if an audit has been performed or the default value for the particular factor. In cases where sufficient data is available then BellSouth will determine the factors to be utilized for billing.

### **3.2. PIU - Percent Interstate Usage**

This factor is the percentage of use that is interstate. For services that are billed on a per minute of use (MOU) basis the PIU is based upon the traffic to and from the BellSouth Network. Further, depending upon the type of usage based service, the PIU may represent the percentage of both originating and terminating usage or may only represent the percentage of terminating usage that is jurisdictionally interstate. Any traffic that originates/terminates in the reporting carrier's network that ultimately originates/terminates to the BellSouth Network through another carrier's network shall be included in the reported PIU factor(s) by the intermediate carrier that accepts billing for the usage. This relationship is usually established per an agency authorization. In these situations, the carrier that accepts billing from BellSouth for the usage to and from BellSouth shall include such usage in their factor calculations that are reported to BellSouth. Any usage that transits a reporting carrier's network shall be included in the jurisdictional factor reporting by the billed carrier to the originating/terminating carrier regardless of the number of carriers involved in the transport of the traffic. It is incumbent upon the carrier that is billed for originating/terminating traffic to the BellSouth Network to report PIU factors to BellSouth that are representative of the actual jurisdiction of traffic delivered to BellSouth.

For services that are not billed on a usage sensitive basis (e.g. Switched Transport Local Channel, Interoffice Channels & Multiplexing Equipment) the total use of the service shall be considered in determining the PIU factors including originating and terminating usage to the BellSouth Network.

The PIU factor is calculated as follows where MOUs are billed minutes of use:

$$\frac{\text{Total Interstate MOUs}}{\text{Total Usage MOUs}}$$

*Total Usage* includes interstate, intrastate and local usage. This percentage is calculated on a statewide basis. Both Interexchange Carriers and Facility Based Competitive Local Exchange Carriers (CLECs) are required to report PIU factors per their Access Carrier Name Abbreviation (ACNA).



### 3.3. PLU – Percent Local Usage

This factor is the percentage of intrastate terminating usage that is categorized as Local Jurisdiction. For purposes of this guide the total intrastate usage includes intrastate local usage and intrastate non-local usage. The local jurisdiction is applicable to Competitive Local Exchange Carriers (CLECs) that are terminating local traffic from their network to the BellSouth network. CLECs that totally utilize resale or unbundled network elements to provision local services are not required to report PLU factors. Interexchange Carriers that do not terminate local traffic as a CLEC are not required to report PLU factors. Terminating party pays usage shall be excluded from the PLU calculations (same as TPIU, Section 4.3). The local jurisdiction is normally defined per Local Interconnection contractual agreements and is calculated as follows where MOUs are billed minutes of use:

$$\frac{\text{Total Local Terminating MOUs}}{\text{Total Intrastate Terminating MOUs}}$$

The total intrastate terminating minutes can be determined by multiplying the total terminating minutes by (1- TPIU). Therefore the PLU may also be calculated as follows:

$$\frac{\text{Total Local Terminating MOUs}}{(\text{Total Terminating MOUs}) \times (1-\text{TPIU})}$$

This factor is calculated on a statewide basis by Access Carrier Name Abbreviation (ACNA).

### 3.4. PLF – Percent Local Facility

The PLF is the percentage of the intrastate use of Switched Dedicated Transport and/or Local Interconnection Transport that is jurisdictionally local. This factor is similar to PLU except that it applies to dedicated transport services that are billed on a non-usage sensitive basis. Reporting of this factor is required by Facility Based CLECs utilizing BellSouth Local Interconnection transport services. Factors for the initial request shall be reported via *RF-3995 Jurisdictional Factor Report* (see <http://www.interconnection.bellsouth.com/forms/index.html>, CLEC Forms Online or Interexchange Carrier Webforms). In addition, IXC's that also function as a CLEC and utilize Switched Dedicated Transport and/or Local

Interconnection transport to interconnect with the BellSouth Network for the exchange of local traffic are required to report a PLF. As with PIU factors for non-usage sensitive billed services, the total use of these services are considered in determining the factor (i.e. all originating and terminating usage). The PLF represents the percentage of use of all the Switched Dedicated Transport and Local Interconnection Transport provisioned by BellSouth that is jurisdictionally local as defined per contract or tariff. The PLF for these services is based upon the usage that is transported by these services as follows:

$$\frac{\text{Total Local MOUs}}{\text{Total Intrastate MOUs}}$$

The total intrastate minutes can be determined by multiplying the total minutes by (1- PIUE) where PIUE is the factor applicable to Switched Dedicated Transports and Local Interconnection Transport. Therefore the PLF may also be calculated as follows:

$$\frac{\text{Total Local Minutes}}{(\text{Total Minutes}) \times (1-\text{PIUE})}$$

This factor may be calculated on a statewide basis and reported per Access Carrier Name Abbreviation (ACNA).

## **4.0 Service Reporting Requirements**

Jurisdictional factors shall be developed and reported for particular services as specified in the BellSouth Tariffs and as specified in applicable contracts that are provisioned for a carrier. Factor reporting requirements for these services are discussed in the following subsections.

### **4.1. BellSouth Switched Access (SWA) Feature Group A (FGA) PIU (PIUA)**

Usage based rate elements are billed for FGA in both the originating and terminating directions. This usage shall be apportioned to the intrastate and interstate jurisdictions. A single PIU factor shall be reported at the state level to apportion all the applicable usage (both originating, terminating and transit) between the state and interstate jurisdictions. All usage received from or delivered to the BellSouth network and through the BellSouth Network to

connecting local exchange carriers shall be considered in the determination of the PIU for FGA.

#### **4.2. BellSouth SWA FGB PIU (PIUB)**

Usage based rate elements are billed for FGB in both the originating and terminating directions. This usage shall be apportioned to the state and interstate jurisdictions. A single PIU factor shall be reported at the state level to apportion all the applicable usage (both originating and terminating) based elements between the intrastate and interstate jurisdictions.

#### **4.3. BellSouth SWA FGD & Local Terminating PIU (TPIU)**

Usage based rate elements are billed for FGD in both the originating and terminating directions. BellSouth is able to determine the jurisdiction of originating FGD traffic per the billing records generated with each call. Therefore a factor to apportion usage for originating FGD traffic is not required from the reporting carrier. Originating traffic consists of calls where the location of the calling number is served from a BellSouth end office that is connecting to a carrier for completion to the called number location. The terminating usage shall be apportioned to the state and interstate jurisdictions per a TPIU factor. A single TPIU factor for terminating FGD traffic shall be reported at the state level to apportion the applicable usage based elements between the intrastate and interstate jurisdictions. Terminating party pays usage (e.g. 800 terminating traffic) shall be excluded from the TPIU calculations.

Local traffic shall also be included when determining the TPIU. If the reporting carrier functions as an Interexchange and Local carrier then all of the terminating usage sent to BellSouth will be apportioned between the state and interstate jurisdictions per a single TPIU. This factor shall be reported at the state level per Access Carrier Name Abbreviation (ACNA). A TPIU shall be reported by CLECs even if it does not terminate any interstate traffic to the BellSouth network. In this situation, the CLEC should report a TPIU equal to zero (0.00) to indicate that all of its traffic is Intrastate and Local.

#### **4.4. BellSouth Local Interconnection PLU**

The percent of usage to be billed per the Local Interconnection contracts is determined by the PLU factor. This factor shall be developed in conjunction with the TPIU factor discussed in the previous subsection. After the TPIU is

determined then the percentage of the intrastate usage that is local shall be determined. By definition, the percentage of intrastate traffic of the total terminating traffic is equal to  $1 - \text{TPIU}$ . The total terminating traffic to be considered is discussed in the TPIU subsection. The PLU represents the percentage of intrastate terminating usage that is jurisdictionally local. This factor is reported at the state level by ACNA.

**4.5. BellSouth SWA 500 PIU (ZP15)**

The SWA 500 PIU factor will be applied to the carrier's originating 500 service MOUS and to the calls to apportion the usage and calls between state and interstate jurisdiction. This factor represents the percentage of originating 500 minutes and calls that are interstate jurisdiction.

**4.6. BellSouth SWA 700 Access Service (ZP17)**

The SWA 700 PIU factor will be applied to the carrier's originating 700 service MOUS to apportion the usage between state and interstate jurisdiction. This factor represents the percentage of originating 700 minutes that are interstate jurisdiction.

**4.7. BellSouth SWA 8XX Toll Free Dialing Ten Digit Screening (ZP18)**

The SWA 8XX PIU factor will be applied to the carrier's originating 8XX service MOUS and queries to apportion the usage and queries between the intrastate and interstate jurisdiction. This factor represents the percentage of originating 8XX minutes and queries that are interstate jurisdiction.

**4.8. BellSouth SWA 900 Service (ZP19)**

The SWA 900 PIU factor will be applied to the carrier's originating 900 service MOUS to apportion the usage between the intrastate and interstate jurisdiction. This factor represents the percentage of originating 900 minutes that are interstate jurisdiction.

**4.9. BellSouth SWA Transport PIUE**

BellSouth SWA Transport PIUE is applicable to the following SWA Transport Services:

SWA Local Channel  
SWA Dedicated Interoffice Channels  
SWA Channelization Equipment  
Local Interconnection Dedicated Transport  
Dedicated End Office Trunk Port Service  
Dedicated Tandem End Office Trunk Port Service  
SWA Expanded Interconnection Cross-Connects

The PIUE may also be applied to other flat rated charges not specifically covered by other PIU categories.

The utilization of these transport services is considered in combination to determine the PIUE factors. The PIUE will be applied to the recurring billing elements for these services to apportion billing between the intrastate and interstate jurisdictions. The total jurisdictional use of these services shall be considered when determining PIUE factors including all originating and terminating usage. The PIUE represents the percentage that these services are utilized for interstate jurisdiction applications.

#### **4.10. BellSouth Local Interconnection Transport PLF**

This factor is utilized to apportion the use of SWA Local Channel, SWA Dedicated Interoffice Channels, SWA Channelization Equipment, Local Interconnection Dedicated Transport, Tandem/End Office Ports and various other flat rated services to the Local Jurisdiction for billing purposes (per tariff and contractual agreements). This factor is developed in conjunction with the PIUE. The PLF represents the percentage of the Intrastate use of these services that is jurisdictionally Local whereby the Intrastate percentage is defined as 1-PIUE. The total jurisdictional use of these services shall be considered when determining PLF and should include originating and terminating traffic. This factor is reported at the state level by ACNA.

#### **4.11.a. BellSouth CCS7 Access Arrangement SPIU**

If a carrier has access to CCS7 Signaling Services monitoring software, then that carrier may use this software to identify the appropriate jurisdictional factors (SPIU/SPLU) on its signaling with BellSouth and report these factors in the same format detailed herein.

If, however, a carrier does not have access to CCS7 Signaling Services monitoring software, then as APIU for CCS7 Signaling Services shall be developed and reported based upon the associated billed minutes of use for SWA

Usage- based services. The billed minutes that are jurisdictionally *interstate* as a percentage of the total billed minutes shall be reported as the CCS7 Access SPIU.

**4.11.a. BellSouth CCS7 Access Arrangement SPLU**

If a carrier has access to CCS7 Signaling Services monitoring software, then that carrier may use this software to identify the appropriate jurisdictional factors (SPIU/SPLU) on its signaling with BellSouth and report these factors in the same format detailed herein.

If, however, a carrier does not have access to CCS7 Signaling Services monitoring software, then an SPLU for CCS7 Signaling Services shall be developed and reported based upon the associated billed minutes of use for SWA Usage based services and Local Interconnection services. The billed minutes that are jurisdictionally *local* as a percentage of the total *intrastate* billed minutes shall be reported as the CCS7 Access SPLU. Where the customer is a “Third Party Provider” of CCS7 Access services then the SPLU will be developed based upon a weighted average of all of that provider’s “Third Party Customer’s” end user traffic.

**4.11.c. BellSouth CCS7 Access Arrangement: Special Note**

In determining a factor for intrastate, *non-local traffic*, consider the following example:

Based on evaluating SWA usage-based services and local interconnection services, a BellSouth carrier customer has determined that its signaling traffic merits an SPIU of 80 and an SPLU of 60. As such, the following will then be true:

**80%** of the carrier’s signaling messages will be billed as *interstate*.  
Of the remaining **20%**, 60% of the 20% ( $.60 \times .20 = .12$ ), **12%** will be billed as *local*.

And, the final **8%** will be billed as *intrastate, non-local*.

**5. BellSouth Line Information Data Base Service LIDB**

There are two factors reported for LIDB service, a PIU factor and a PCLU (Percent CLEC LIDB Usage). These factors are utilized to apportion the queries

to the LIDB Data Base between the interstate, intrastate and local jurisdiction. First, the total number of queries in the study period is determined and then the PCLU shall be calculated. The PCLU represents the percentage of LIDB queries that are jurisdictionally Local as a percentage of the total number of queries. The basic formula for the PCLU calculation is as follows:

$$\frac{\text{Number of Local Queries}}{\text{Total Number of Queries}}$$

After the PCLU is determined, the LIDB PIU shall be determined. The LIDB PIU represents the percentage of queries that are jurisdictionally interstate of the total number of queries minus the number of queries that are jurisdictionally local. The formula for the LIDB PIU is as follows:

$$\frac{\text{Number of Interstate Queries}}{(\text{Total Number of Queries}) - (\text{Number of Local Queries})}$$

## **5.0 Report Process**

The following summarizes the major steps to develop and report jurisdictional factors:

- Install/modify systems to capture usage data with sufficient detail to accurately determine and aggregate the usage to the appropriate jurisdiction, by ACNA
- Create/Modify call detail records for traffic segregation to the appropriate service and jurisdiction
- Record and accumulate usage data
- Analyze usage data
- Calculate the factors
- Report the factors
- Maintain sufficient records of the data resources utilized to determine jurisdictional factors to comply with audit verification requirements as specified in the BellSouth Tariffs and applicable contractual agreements.

## **6.0 Frequency of Reporting**

Jurisdictional factors shall be updated on a quarterly basis during the months of January, April, July and October. These updates shall be received no later than 30

days after the first day in each of these months. These factors shall represent the actual use for the three previous ending on the last day of December, March, June and September respectively. These updates shall be provided in writing by letter or electronic mail and sent to the following address:

US Mail

BellSouth Telecommunications, Inc  
2300 Northlake Centre Drive  
Suite 415  
Tucker, GA 30084

OR

Electronic Mail

piu.reports@bellsouth.com

An e-mail will be returned indicating receipt of reports submitted by electronic mail. The recommended format for updates is via the online form *RF-3995 Jurisdictional Factor Report* (see <http://www.interconnection.bellsouth.com/forms/index.html>, CLEC Forms Online or Interexchange Carrier Webforms).

In those instances where BellSouth has sufficient information to calculate jurisdictional factors for itself, BellSouth will notify the carrier, by letter or email, of the factors that will be used in billing, as well as the effective date. Unless otherwise notified, BellSouth will continue to update the specific identified factor(s) for subsequent quarters per the above schedule and the carrier will be exempt from further responsibility to report those specific factors.

In the event the customer does not provide a projected jurisdictional factor(s) and BellSouth does not have sufficient information to develop the jurisdictional factor(s) then BellSouth may utilize the most recent audit results if an audit has been performed, the jurisdictional factor(s) provided with the initial order for service or a default value.

## **7.0 Audits**

### **7.1. Audit Request**



If BellSouth disputes a PIU factor provided by a carrier and BellSouth does not have sufficient information to calculate a PIU, BellSouth may initiate negotiations with the carrier in order to reconcile the factor differences and attempt to determine the correct PIU factor.

If negotiations are attempted and are not successful in producing an agreed PIU factor, BellSouth has the option per its access tariffs to initiate an independent, third party audit of the carrier's PIU factors and the process utilized in the development of PIU factors.

Upon 30 days written notice, BellSouth may initiate an audit to ensure proper billing of traffic. The audit will be performed by:

- An independent auditor under contract to BellSouth
- A mutually acceptable independent auditor paid for by BellSouth
- Or an independent auditor selected and paid for by the carrier

Call detail records from which the PIU can be ascertained shall be retained for a minimum of 6 months. The call detail records will be made available for inspection at an agreed upon location during normal business hours. If requested data is not provided within 30 days of the notice, the carrier shall be in violation of the Tariff. BellSouth will not submit more than one audit request per calendar year.

## **7.2. Audit Compliance**

The factor shall be adjusted based upon the audit results. The audited factor shall be applied to the usage for the quarter the audit was completed, the quarter prior to the audit, and the two quarters following the completion of the audit. If the audited factor has a variance of 20% or more from the factor reported factor, the carrier shall reimburse BellSouth for the cost of the audit if the audit was paid for by BellSouth.

Two quarters after the quarter in which the audit was completed, the carrier may report a revised factor. If the revised factor denotes a deviation of 5% or more from the audited factor and the carrier is not able to justify this deviation to BellSouth's satisfaction, BellSouth has the option of requesting another audit.

The carrier may contest the audit within 30 days from the date the audit report has been furnished to the carrier.

## **8.0 Ordering**

As stated in 3.1 preceding, BellSouth jurisdictional shall be provided with the initial request for each service in each state and quarterly thereafter. Factors for the initial request shall be reported via *RF-3995 Jurisdictional Factor Report* which is located at <http://www.interconnection.bellsouth.com/forms/index.html>, CLEC Forms Online or Interexchange Carrier Webforms. Failure to provide the appropriate factors with the initial request may result in delay of service. In the event that service is provided and the appropriate factors have not been received, a default factor may be used.

BellSouth Telecommunications, Inc.  
North Carolina Utilities Commission  
Docket Nos. P-772, Sub 8; P-913,  
Sub 5; P-989, Sub 3; P-824, Sub 6; and P-1202, Sub 4  
Joint Petitioners' 1st Request for Production  
April 6, 2003  
Item No. 4-1-1  
Attachment 1

**ATTACHMENT TO REQUEST FOR PRODUCTION,  
ITEM NO. 4-1-1**

1                               BELLSOUTH TELECOMMUNICATIONS, INC.  
2                               DIRECT TESTIMONY OF JOHN A. RUSCILLI  
3                               BEFORE THE NORTH CAROLINA UTILITIES COMMISSION  
4                               DOCKET NO. P-100, SUB 133Q  
5                               JANUARY 9, 2004  
6

7    Q.     PLEASE STATE YOUR NAME, YOUR POSITION WITH BELLSOUTH  
8            TELECOMMUNICATIONS, INC. ("BELLSOUTH") AND YOUR  
9            BUSINESS ADDRESS.

10

11   A.     My name is John A. Ruscilli. I am employed by BellSouth as Senior Director  
12            – Policy Implementation and Regulatory Compliance for the nine-state  
13            BellSouth region. My business address is 675 West Peachtree Street, Atlanta,  
14            Georgia 30375.

15

16   Q.     PLEASE PROVIDE A BRIEF DESCRIPTION OF YOUR BACKGROUND  
17            AND EXPERIENCE.

18

19   A.     I attended the University of Alabama in Birmingham where I earned a  
20            Bachelor of Science Degree in 1979, and a Master of Business Administration  
21            in 1982. After graduation I began employment with South Central Bell as an  
22            Account Executive in Marketing, transferring to AT&T in 1983. I joined  
23            Southern Bell in late 1984 as an analyst in Market Research, and in late 1985,  
24            moved into the Pricing and Economics organization with various  
25            responsibilities for business case analysis, tariffing, demand analysis and price

1 regulation. In July 1997, I became Director of Regulatory and Legislative  
2 Affairs for BellSouth Long Distance, Inc., with responsibilities that included  
3 obtaining the necessary certificates of public convenience and necessity,  
4 testifying, Federal Communications Commission (“FCC”) and state regulatory  
5 support, federal, and state compliance reporting and tariffing for all 50 states  
6 and the FCC. I assumed my current position in July 2000.

7  
8 Q. WHAT IS THE PURPOSE OF YOUR TESTIMONY?

9  
10 A. The purpose of my testimony is to provide an overview of BellSouth’s position  
11 on the issues that the North Carolina Utilities Commission (“Commission”) will  
12 address in determining the geographic markets in North Carolina where  
13 competing local providers (“CLPs”) are not “impaired” without unbundled  
14 local switching – a finding that I will refer to as “impairment” in this  
15 testimony. I begin by outlining the delegation that the FCC has made to the  
16 state commissions. After discussing what the FCC has directed the state  
17 commissions to do, I introduce BellSouth’s witnesses. These witnesses will  
18 explain in detail the evidence that addresses the issues that the FCC has asked  
19 the state commissions to examine, including demonstrating that CLPs are not  
20 impaired within the meaning of the Federal Telecommunications Act of 1996  
21 (the “Act”) in specific geographic areas in North Carolina. I provide  
22 information regarding certain interpretive decisions that BellSouth has made  
23 with respect to the FCC’s Triennial Review Order,<sup>1</sup> such as using the FCC’s

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<sup>1</sup> *In the Matter of Review of the Section 251 Unbundling Obligations of Incumbent Local Exchange Carriers, et al.*, CC Docket No. 01-338, et al., *Report and*

1 default demarcation point for differentiating between “mass market” customers  
2 and “enterprise” customers. I also discuss the appropriate rate for batch hot  
3 cuts and address the availability of collocation in BellSouth’s central offices.  
4 Finally, I address BellSouth’s provisioning of co-carrier cross connects and  
5 show that these operational factors do not cause CLPs to be impaired.  
6

7 Q. WHAT HAS THE FCC CHARGED THIS COMMISSION WITH DOING IN  
8 THIS PROCEEDING?  
9

10 A. On August 21, 2003, the FCC issued its long-awaited written order in its  
11 triennial review of unbundled network elements (“UNEs”). In its written  
12 order, which I will refer to as the “TRO,” the FCC determined that “[a]lthough  
13 we find competitors to be impaired without access to the incumbent LEC’s  
14 switch on a national level when serving the mass market, we authorize state  
15 commissions to play a fact-finding role – as set forth below – to identify where  
16 competing carriers are not impaired without access to unbundled local circuit  
17 switching.” (TRO ¶ 493). As a result of the TRO, the Commission established  
18 this proceeding to identify the geographic markets in North Carolina where  
19 CLPs are not impaired in their ability to serve mass market customers without  
20 the availability of circuit switching as an unbundled network element. In  
21 defining these markets, state commissions must “evaluate impairment by  
22 determining the relevant geographic area to include in each market.” (C.F.R. §

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*Order and Order on Remand and Further Notice of Proposed Rulemaking, FCC 03-36, released August 21, 2003.*

1 51.319(d)(2)(i)). My testimony uses the terms “geographic market area”,  
2 “geographic area”, and “geographic market” interchangeably.

3  
4 In making its determination of whether CLPs are impaired in a given  
5 geographic area, the FCC has required state commissions to make several  
6 interrelated decisions. A state commission must first define the appropriate  
7 geographic market to which it will apply the impairment analysis outlined in  
8 the *TRO*. Next, state commissions must determine the definition for the class  
9 of customers that the FCC identified as “mass market”. In the *TRO*, the FCC  
10 divides customers into two classes, “mass market” customers and “enterprise”  
11 customers. (See *TRO* ¶ 419). The FCC created a presumption that CLPs  
12 serving “enterprise” customers are not impaired even if the CLPs lack access  
13 to unbundled switching. Conversely, CLPs serving “mass market” customers  
14 are presumed to be impaired, unless a state commission determines otherwise.  
15 However, the FCC did not specify which customers comprise the “mass  
16 market” and directed state commissions to make that determination.

17  
18 Once appropriate definitions of the relevant geographic areas and “mass  
19 market” customers are determined, the FCC requires state commissions to  
20 apply two “triggers” tests to see whether CLPs are impaired with respect to  
21 serving mass market customers in each defined geographic market. Both of  
22 the triggers tests are straightforward. If there are three CLPs with self-  
23 provisioned switches serving mass market customers in a given geographic  
24 market, the state commissions are required to find that CLPs are not impaired  
25 in that geographic market. Alternatively, if there are two CLPs providing

1 wholesale switching services to other CLPs who are providing retail service to  
2 mass market customers in a geographic market, the state commissions are  
3 required to find that CLPs are not impaired in that geographic area. To  
4 summarize, if either of these bright line tests is met in a given geographic  
5 market, the switching inquiry is complete in that area and a finding of “no  
6 impairment” is mandatory.

7  
8 If neither of these “triggers” is met in a given geographic area, the FCC  
9 requires that state commissions determine whether there is sufficient *potential*  
10 for competitive deployment in any of these areas to warrant a finding of “no  
11 impairment.” The “potential deployment” test is independent of the triggers  
12 tests and requires the state commissions to consider the economics of an  
13 efficient CLP looking to provide service in a geographic market.

14  
15 Finally, the FCC delegated to the state commissions the separate task of  
16 determining for which geographic markets a “batch hot cut process” is needed  
17 and approving such a batch process.

18  
19 Q. PLEASE PROVIDE AN OVERVIEW OF BELL SOUTH’S TESTIMONY IN  
20 THIS PROCEEDING.

21  
22 A. Consistent with the charge given to the state commissions by the FCC, I divide  
23 BellSouth’s testimony into five major areas.

24



1 First, certain words and phases used in the *TRO* must be defined, and the  
2 geographic market areas for evaluating the FCC's triggers must be established.  
3 This portion of the testimony is entitled Market Definition. Second, the  
4 geographic areas in which the FCC's "triggers" are met and no impairment is  
5 found are identified. This portion of the testimony is entitled Local Switching  
6 Triggers. Third, where the FCC's triggers are not met, the issue of "potential  
7 deployment" is addressed, and accordingly is entitled Potential for Self-  
8 Provisioning of Local Switching. Fourth, the testimony addresses BellSouth's  
9 hot cut process, entitled Batch Hot Cut Process. Finally, I end my testimony  
10 with a brief discussion of the availability of collocation space in BellSouth's  
11 central offices and access to co-carrier cross connects by CLPs entitled  
12 Collocation and Cross Connects.

### 13 14 **MARKET DEFINITION**

15  
16 Q. TURNING TO THE FIRST TOPIC, WHAT ARE THE CRITICAL  
17 DEFINITIONS THAT BELL SOUTH PROVIDES?

18  
19 A. BellSouth's witnesses provide a logical and economically sound definition of  
20 the "geographic markets" in which the "triggers" and other tests for  
21 impairment should be applied. As set forth by the FCC in the *TRO*, state  
22 commissions were given some parameters that must be used in defining the  
23 appropriate geographic market. Specifically, the FCC said: "In defining  
24 markets, a state commission shall take into consideration the locations of mass  
25 market customers actually being served (if any) by competitors, the variation

1 in factors affecting competitors' ability to serve each group of customers, and  
2 competitors' ability to target and serve specific markets profitably and  
3 efficiently using currently available technologies. A state commission shall  
4 not define the relevant geographic area as the entire state." (47 C.F.R.  
5 §51.319(d)(2)(i)). The FCC further notes that the geographic market in which  
6 the triggers and potential deployment tests are applied must be large enough to  
7 permit CLPs to realize economies of scale and scope, ruling out, as BellSouth  
8 witness Dr. Chris Pleatsikas will testify, wire centers as the market definition.

9  
10 After examining a number of alternatives, BellSouth has concluded that the  
11 appropriate "geographic markets" for use in these proceedings are the  
12 individual UNE rate zones adopted by this Commission, subdivided into  
13 smaller areas using the Component Economic Areas ("CEAs") as developed  
14 by the Bureau of Economic Analysis of the United States Department of  
15 Commerce. CEAs are defined by natural geographic aggregations of economic  
16 activity and cover the entire state of North Carolina. UNE rate zones are an  
17 appropriate starting point for the market definition because, by design, they  
18 reflect the locations of customers currently being served by CLPs, which are  
19 predominantly UNE zones 1 & 2, as well as the costs that affect competitive  
20 ability to serve customers profitably. As Dr. Pleatsikas will explain further  
21 dividing UNE zones by CEAs allows for an extremely granular assessment of  
22 impairment.

23  
24 In short, BellSouth's proposed geographic market definition is consistent with  
25 the existing distribution of customers and the other factors that the FCC

1 indicates should be considered in setting a market definition. By selecting  
2 these boundaries for the set of geographic markets to be examined under the  
3 state commission's impairment analysis, BellSouth offers a geographic market  
4 definition smaller than the entire state, but large enough so that a competitor  
5 can realize appropriate economies of scope and scale. This definition of  
6 geographic market results in 22 separate geographic markets in BellSouth's  
7 service area in North Carolina. Attached hereto as Exhibit JAR-1 is a map of  
8 the state of North Carolina showing these 22 geographic market areas. As I  
9 noted, Dr. Pleatsikis will provide further detailed information regarding the  
10 definition of "geographic market."

11  
12 In addition to defining the appropriate geographic market, the Commission  
13 must also establish an appropriate definition for the "mass market" customer.  
14 In this proceeding, BellSouth accepts the FCC's default delineation between  
15 "mass market" customers and "enterprise" customers - that is customers with  
16 three or fewer CLP DS0 lines serving them are deemed "mass market"  
17 customers. This is a reasonable assumption, and is quite conservative given  
18 the FCC's direction to define the cross-over point as "where it makes sense for  
19 a multi-line customer to be served via a DS1 loop." (*TRO* ¶ 497).

**LOCAL SWITCHING TRIGGERS**

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Q. WITH THESE DEFINITIONS OF THE RELEVANT GEOGRAPHIC MARKET AND “MASS MARKET”, LET US MOVE TO THE SECOND MAJOR AREA OF THE TESTIMONY. IN WHAT GEOGRAPHIC MARKETS ARE CLPS NOT IMPAIRED WITHOUT ACCESS TO BELL SOUTH’S UNBUNDLED SWITCHING BECAUSE THE TRIGGERS TEST IS MET?

A. BellSouth’s witness Pamela A. Tipton provides evidence that the self-provisioning switching trigger established by the FCC in its *TRO* is met in 3 of the 22 geographic markets in North Carolina. That is, Ms. Tipton will demonstrate that CLPs are not impaired in 3 geographic markets, because there are mass market customers in those geographic areas actively being served by at least three (and often more) CLPs using self-provisioned switching. Ms. Tipton has obtained this evidence from the CLPs themselves and from BellSouth’s business records. Although there is a second and separate “trigger” involving the situation where a CLP obtains switching from a wholesale provider, BellSouth has not relied upon that trigger in establishing the geographic areas where CLPs are not impaired. Attached hereto as Exhibit JAR-2 is a map that indicates the geographic areas in North Carolina in which the FCC’s self-provisioning switching trigger is met.

**POTENTIAL FOR SELF-PROVISIONING**  
**OF LOCAL SWITCHING**

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Q. REGARDING THE THIRD MAJOR AREA OF THE TESTIMONY,  
WHERE THE FCC'S SWITCHING TRIGGERS ARE NOT MET, WHAT  
EVIDENCE DOES BELL SOUTH PRESENT WITH REGARD TO  
"POTENTIAL DEPLOYMENT"?

A. In 5 of the remaining 19 geographic market areas where the triggers tests are  
not met, BellSouth's witnesses will provide evidence to demonstrate that the  
FCC's potential deployment test is met and that CLPs are not impaired in those  
markets without access to BellSouth's unbundled switching. Attached hereto  
as Exhibit JAR-3 is a map that illustrates the 5 additional geographic market  
areas in North Carolina where CLPs are not impaired without access to  
BellSouth's unbundled switching.

Q. PLEASE PROVIDE ADDITIONAL DETAILS REGARDING  
BELL SOUTH'S "POTENTIAL DEPLOYMENT" CASE, AS IT RELATES  
TO WHETHER CLPS ARE IMPAIRED WITHOUT ACCESS TO  
BELL SOUTH'S UNBUNDLED SWITCHING.

A. While the "triggers" test is a "bright line" test, the FCC recognizes that the  
current availability of unbundled switching may influence the nature and  
extent of actual competition. In other words, the fact that fewer than three  
CLPs are self-provisioning switching to mass market customers in a particular

1 geographic market is not necessarily dispositive on the issue of whether  
2 impairment exists in that geographic market. To address this, the FCC created  
3 a different test that can be used to determine whether CLPs are impaired where  
4 the triggers tests are not met. In creating this alternative, the FCC instructed  
5 the state commissions to weigh three things which, taken together, constitute  
6 the “potential deployment” approach to making a “no impairment” finding  
7 where the FCC “triggers” are not met:  
8

9 First, the FCC told the states to look at actual competition where it did not rise  
10 to the level necessary to meet the triggers tests. Ms. Tipton will provide  
11 testimony regarding the actual level of competition from CLPs that self-  
12 provision switching but where the triggers tests are not met.  
13

14 Second, the FCC also instructed the state commissions to consider any  
15 operational barriers to entry, specifically mentioning non-discriminatory  
16 provisioning of loops, access to collocation, and access to co-carrier cross  
17 connects. BellSouth witness Mr. Alphonso Varner will present performance  
18 data establishing that BellSouth provides CLPs with such non-discriminatory  
19 access. I also discuss the availability of collocation in BellSouth’s offices in  
20 North Carolina, as well as BellSouth’s provision of co-carrier cross connects to  
21 any carrier who requests such cross connects.  
22

23 Finally, the FCC directed the states to consider any economic barriers to entry  
24 when determining whether CLPs are impaired to serve the mass market  
25 customer in a particular geographic market without access to BellSouth’s

1 unbundled local switching. To address the economic issues, BellSouth has  
2 commissioned the creation of a highly detailed, economic model, a CLP  
3 business case that, in accordance with the *TRO*'s guidance, can be used to  
4 evaluate whether an efficient CLP could economically enter individual markets  
5 without access to BellSouth's unbundled switching.

6  
7 The model itself will be described and discussed by Mr. Jim Stegeman, whose  
8 company created the model. Dr. Debra Aron, an economist, will discuss how  
9 the model meets the criteria laid out in the *TRO*, the model's economic  
10 underpinnings, some of the model's key economic inputs and the results of the  
11 potential deployment analysis. Dr. Randall Billingsley will provide  
12 information regarding the cost of capital that has been used as an input into the  
13 model. Finally, Mr. Keith Milner will discuss the network design that the  
14 model emulates.

15  
16 **BATCH HOT CUT PROCESS**  
17

18 Q. PLEASE DESCRIBE THE FOURTH MAJOR AREA OF BELL SOUTH'S  
19 TESTIMONY ADDRESSING "HOT CUTS".  
20

21 A. Apart from testimony demonstrating the results of the triggers and potential  
22 deployment analyses, BellSouth will also present testimony showing that an  
23 efficient hot cut process is in place, enabling competitors to compete by  
24 obtaining access to BellSouth's unbundled loops and using either the  
25 competitors' own switches or wholesale switching. Further, BellSouth will

1 present testimony demonstrating that BellSouth has a seamless and effective  
2 batch hot cut process in place that enables competitors to convert existing  
3 Unbundled Network Element – Port/Loop Combination (“UNE-P”) lines to  
4 unbundled loops and switching that is not provided by BellSouth.

5

6 Q. IS THE ISSUE OF HOT CUTS COMPLEX?

7

8 A. No. The hot cut case is simple because it involves a process that has been  
9 around for 100 years – moving a jumper from one location to another.  
10 BellSouth can do it, AT&T can do it, and MCI can do it. As of November  
11 2003, there are 40,835 lines in North Carolina served by a combination of a  
12 BellSouth unbundled loop (SL-1, SL-2 and UCL-ND) and a CLP’s switch,  
13 which demonstrates without doubt that BellSouth has a hot cut process that  
14 works.

15

16 The case is also simple because it is familiar to this Commission. The  
17 Commission expended a great deal of time and energy reviewing the  
18 provisioning of hot cuts in the Section 271 case (Docket No. P-55, Sub 1022).  
19 That work will inform and facilitate its decision-making in this case.

20

21 Q. WHO ARE THE BELL SOUTH WITNESSES THAT WILL TESTIFY  
22 ABOUT THE HOT CUT PROCESS?

23

24 A. There are a number of witnesses. Mr. Ken Ainsworth explains BellSouth’s hot  
25 cut process that handles both the migration from a BellSouth retail customer to



1 an Unbundled Network Element – Loop (“UNE-L”) terminating in a CLP’s  
2 collocation space and the migration of a UNE-P to a UNE-L. Mr. Ainsworth  
3 also addresses BellSouth’s seamless and cost-effective batch hot cut process as  
4 well as the ability of BellSouth’s centers to manage the volume of hot cuts that  
5 may need to be performed if local circuit switching is no longer a UNE.

6  
7 Mr. Ron Pate provides testimony that explains the ordering process BellSouth  
8 has developed for UNE-P to UNE-L Bulk Migration/batch hot cut process  
9 when CLPs migrate existing multiple UNE-P customers to UNE-L.

10  
11 Mr. Al Heartley testifies that the BellSouth Network Services organization is  
12 prepared to handle the batch hot cut process as well the volume of hot cuts that  
13 may need to be performed if local circuit switching is no longer a UNE.

14  
15 Mr. Milton McElroy provides testimony that presents evidence that  
16 BellSouth’s Bulk Migration Process of moving UNE-Ps to UNE-Ls is both  
17 seamless and effective. The evidence is based upon testing performed by  
18 PriceWaterhouseCoopers.

19  
20 Given the simple process, it should be clear that BellSouth can perform hot  
21 cuts in sufficient volumes, and with sufficient speed and accuracy, to allow  
22 CLPs to compete using UNE-L. BellSouth’s witnesses will demonstrate that  
23 BellSouth absolutely can execute hot cuts in this manner, and as Mr. Varner  
24 will explain, BellSouth’s performance measurements and data demonstrate its

1 ability to do so.

2

3 Q. GIVEN THIS COMMISSION'S EXTENSIVE EXPERIENCE WITH HOT  
4 CUTS, WHY IS BELL SOUTH DEVOTING SO MUCH TESTIMONY TO  
5 THIS ISSUE?

6

7 A. BellSouth would prefer not to do so. However, when faced with the  
8 overwhelming evidence regarding actual facilities-based competition that  
9 exists in North Carolina and the geographic areas where the FCC's triggers are  
10 met, the CLPs are likely to want to divert the Commission's attention by  
11 focusing on the hot cut process. When faced with this straightforward issue,  
12 the CLPs have resorted to delay and obstruction. For example, in New York's  
13 Bulk Migration/Hot Cuts proceeding (Case No. 02-C-1425), in an obviously  
14 circular argument, AT&T contended that "until Verizon demonstrates that it  
15 can execute a hot cut process at high volumes, we do not have a process that  
16 can handle mass market volumes in a post UNE-P world." (Falcone  
17 Testimony, Case No. 02-C-1425, filed October 24, 2003, at p. 78.) Of course,  
18 so long as UNE-P exists, CLPs have no incentive to order UNE-L, making  
19 AT&T's purported threshold impossible to meet. To further delay, AT&T has  
20 argued that state commissions must first adopt a hot cut process, but "refrain  
21 from approving those processes until appropriate metrics have been developed  
22 and approved." (Nurse Testimony, Case No. 02-C-1425, filed October 24,  
23 2003, at pp. 8-9.) AT&T, of course, is counting on months of delay from  
24 extended negotiations about performance measures.

25

1 To complicate and obscure the straightforward issue, certain CLPs, and  
2 specifically AT&T in proceedings before the FCC, have argued, and will  
3 probably argue here, that until BellSouth makes changes to its network that  
4 would cost billions of dollars, no adequate hot cut process is possible. An  
5 adequate process, according to AT&T, will require “some form of electronic,  
6 not manual, loop provisioning.” The FCC already rejected AT&T’s proposal,  
7 but BellSouth anticipates with near certainty that AT&T intends to advance  
8 this very same tired old argument again. The CLPs’ suggestion that BellSouth  
9 must overhaul its existing network to provide electronic loop provisioning  
10 prior to a state commission finding that BellSouth, or any ILEC, has an  
11 adequate hot cut process, whether “batch” or otherwise, is what this  
12 Commission can expect to hear. As a result, BellSouth offers extensive  
13 testimony from Messrs. Ainsworth, Varner, Pate and Heartley regarding the  
14 hot cut issues to demonstrate that nothing more is necessary.

15

16 Q. HAS THIS COMMISSION PREVIOUSLY REVIEWED THE ISSUE OF  
17 BELL SOUTH’S HOT CUT PROCESS? IF SO, WHAT WAS ITS  
18 DETERMINATION?

19

20 A. Yes. This Commission reviewed BellSouth’s hot cut process during  
21 BellSouth’s 271 proceeding and UNE Cost proceeding. In Docket No. P-55,  
22 Sub 1022, the Commission determined that BellSouth met the requirements of  
23 Section 271 of the Act. In the UNE Cost docket (P-100, Sub 133d), the  
24 Commission approved the TELRIC-based nonrecurring rates applicable to hot  
25 cuts.

1

2 Q. IN THE *TRO*, WHAT DID THE FCC REQUIRE STATE COMMISSIONS

3 TO DO WITH RESPECT TO HOT CUTS?

4

5 A. The FCC urged state commissions to require ILECs to develop a bulk

6 migration process. The FCC stated, “[t]he record evidence strongly suggests

7 that the hot cut process could be improved if cut overs were done on a bulk

8 basis, such that the timing and volume of the cut over is better managed. We

9 expect that such improvements would result in some reduction of the non-

10 recurring costs,....” (*TRO* ¶ 474).

11

12 Q. HAS BELL SOUTH DEVELOPED SUCH A PROCESS?

13

14 A. Yes. As BellSouth witnesses Ainsworth, Pate and Heartley explain, BellSouth

15 has developed and implemented a bulk migration process that meets the

16 concerns expressed by the FCC.

17

18 Q. WHAT RATES DOES BELL SOUTH PROPOSE FOR THE BULK

19 MIGRATION HOT CUT PROCESS?

20

21 A. In the *TRO*, the FCC suggested that the batch hot cut rates “should reflect the

22 efficiencies associated with batched migration of loops to a competitive LEC’s

23 switch, either through a reduced per-line rate or through volume discounts.”

24 (*TRO* ¶ 489). For batch hot cuts, BellSouth proposes a 10% discount of the

25 total amount of the Commission approved nonrecurring UNE rates of the

1 elements applicable for individual hot cuts.<sup>2</sup> Based on a recent cost study,  
2 BellSouth determined that the nonrecurring cost for certain elements in  
3 connection with the batch hot cut process are actually lower than the ordered  
4 rate with the 10% discount. For those elements where the batch hot cut cost  
5 study results are lower than the discounted rate, BellSouth proposes to charge  
6 the CLPs the lower rate produced by the cost study. Attached is Exhibit JAR-4  
7 that provides the rates BellSouth proposes for its batch hot cut service.  
8

9 Q. DO UNE LOOP NONRECURRING CHARGES CONSTITUTE AN  
10 ECONOMIC BARRIER?  
11

12 A. No. Recently, this Commission approved new nonrecurring UNE rates that are  
13 even lower than the rates that have been in effect in the past.<sup>3</sup> The rates for the  
14 batch hot cut process that are proposed herein are based on the newly approved  
15 rates. BellSouth's proposal to offer a 10% discount off these nonrecurring  
16 prices when CLPs use the batch hot cut process is an incentive for CLPs to use  
17 that process.  
18

---

<sup>2</sup> BellSouth will apply the net 10% discount to the Service Level 1 (SL1) loop, the Service Level 2 (SL2) loop and the Unbundled Copper Loop - Non-designed (UCL-ND) nonrecurring rate.

<sup>3</sup> *Order Adopting Permanent Unbundled Network Element Rates for BellSouth Telecommunications, Inc.*, issued by the North Carolina Utilities Commission, in Docket No. P-100, Sub 133d, on December 30, 2003.

**COLLOCATION AND CROSS-CONNECTS**

Q. TURNING TO OPERATIONAL ISSUES, PLEASE DISCUSS THE  
AVAILABILITY OF COLLOCATION SPACE IN BELL SOUTH'S  
CENTRAL OFFICES.

A. Space is available for CLPs to collocate equipment in all of BellSouth's North Carolina central offices, with the exception of the Old Dowd CO at the Charlotte/Douglas International Airport. Pursuant to a Lease Agreement entered into between BellSouth and the City of Charlotte, BellSouth leased space at the Charlotte Airport to install telecommunications equipment. The space leased is very limited and BellSouth is the only entity that can occupy the space. The lease is very specific that BellSouth is not allowed to sublet any space without written consent from the Aviation Director. In 2001, BellSouth submitted a letter to the Aviation Director informing him of BellSouth's requirement under the Act "to share central office space with other competing local providers." The Aviation Director informed BellSouth that it could not approve any sublease of space at the time. As this Commission requested for all central offices experiencing space exhaust, BellSouth posted Old Dowd CO on its Space Exhaust List at [http://interconnection.bellsouth.com/notifications/carrier/carrier\\_pdf/91081451-C.pdf](http://interconnection.bellsouth.com/notifications/carrier/carrier_pdf/91081451-C.pdf)

1 Q. ARE THERE ALTERNATIVES TO PHYSICAL COLLOCATION IN THE  
2 CENTRAL OFFICE IN THE RARE CIRCUMSTANCES WHERE  
3 PHYSICAL COLLOCATION MAY NOT BE AVAILABLE IN THE  
4 FUTURE?  
5  
6 A. Yes. CLPs may elect either adjacent collocation or virtual collocation.  
7  
8 Q. IS BELL SOUTH PROVIDING PHYSICAL COLLOCATION TO CLPS  
9 TODAY?  
10  
11 A. Yes. CLPs currently lease approximately 47,914 square feet of collocation  
12 space within 71 of BellSouth's North Carolina central offices.  
13  
14 Q. DOES BELL SOUTH PROVIDE COLLOCATION SPACE TO CLPS IN A  
15 TIMELY MANNER FOLLOWING CLPS' REQUESTS FOR SPACE?  
16  
17 A. Yes. As Mr. Varner discusses in his testimony, over the past year, BellSouth  
18 has achieved outstanding performance in meeting the collocation provisioning  
19 intervals established by this Commission.  
20  
21 Q. ARE THERE MEASURES IN PLACE TO ASSURE THAT BELL SOUTH'S  
22 LEVEL OF PERFORMANCE REGARDING COLLOCATION DOES NOT  
23 DIMINISH?  
24

1 A. Yes. This Commission has ordered Performance Measurements that are in  
2 place today to monitor BellSouth's collocation performance, as Mr. Varner  
3 explains. Should BellSouth fail to meet certain of these metrics, BellSouth  
4 would be subject to penalty payments under the Self-Effectuating Enforcement  
5 Mechanism ("SEEMs") plan.  
6  
7 Q. IS A CLP'S ABILITY TO OBTAIN COLLOCATION A BARRIER TO CLP  
8 ENTRY IN BELL SOUTH'S MARKETS?  
9  
10 A. Absolutely not.  
11  
12 Q. TURNING TO THE ISSUE OF CROSS-CONNECTS, WHAT IS A  
13 "COMPETITIVE LEC-TO-COMPETITIVE LEC CROSS-CONNECT"?  
14  
15 A. "Competitive LEC-to-Competitive LEC Cross-Connects" are commonly  
16 referred to as Co-Carrier Cross Connects ("CCXC's"). A CCXC is a  
17 connection between two CLPs' facilities located in the same BellSouth  
18 premises. A CCXC must be provisioned using facilities owned by the ordering  
19 carrier and must use BellSouth's common cable support structure. The CLPs  
20 must also contract with a BellSouth Certified Supplier to place the CCXC.  
21



1 Q. WHY WOULD TWO COLLOCATORS USE CO-CARRIER CROSS-  
2 CONNECTS?  
3  
4 A. There are a couple of potential uses. A CLP might use CCXCs to share  
5 facilities and/or equipment or exchange interexchange traffic  
6  
7 Q. DOES BELL SOUTH ALLOW CO-CARRIER CROSS-CONNECTS  
8 TODAY?  
9  
10 A. Yes, and BellSouth has done so for several years. Today, a CLP can connect  
11 its collocation arrangement to another CLP's collocation arrangement by  
12 enlisting a certified installation vendor from the list of BellSouth certified  
13 vendors to place the cabling necessary to make the connections. Beginning  
14 first quarter 2004, BellSouth will provide another means for CLPs to obtain  
15 CCXCs. BellSouth will make CCXCs available pursuant to its FCC No. 1  
16 Tariff, whereby BellSouth (rather than a third-party vendor) will provide a  
17 CCXC for both CLPs at a demarcation point.  
18  
19 Q. ARE THERE CLPS WHO HAVE CO-CARRIER CROSS-CONNECTS IN  
20 SERVICE TODAY IN BELL SOUTH'S CENTRAL OFFICES?  
21  
22 A. Yes. In North Carolina, there are close to 25 CCXCs in BellSouth central  
23 offices.  
24

1 Q. IS THE ABILITY OF CLPS TO OBTAIN CROSS-CONNECTS IN  
2 BELLSOUTH CENTRAL OFFICES ON A TIMELY BASIS A BARRIER  
3 TO CLP ENTRY IN BELLSOUTH'S MARKETS?  
4

5 A. Absolutely not.  
6

7 Q: PLEASE SUMMARIZE YOUR TESTIMONY.  
8

9 A. I anticipate that the CLPs will contest the issues in this proceeding in every  
10 way possible and throw road block after road block in the path of progress  
11 toward real competition in the telecommunications industry in North Carolina.  
12 However, the simple truth of the matter is that facilities-based competition has  
13 arrived in North Carolina and has been in place for some time. Those CLPs  
14 who have chosen to invest in the state of North Carolina have put in switches  
15 and are actively serving mass market customers in a number of geographic  
16 areas in the state, while other CLPs want to continue to provide services using  
17 nothing but BellSouth's network. Such competition, however, cannot be  
18 sustainable in the long run. Requiring BellSouth to unbundle its network, as is  
19 presently the case, creates disincentives for CLPs to invest in North Carolina,  
20 which no doubt explains why there is not more facilities-based competition  
21 than there is now. It is time to take the next step and begin weaning carriers  
22 like MCI and AT&T from the cheap switching that BellSouth is currently  
23 required to offer, and time to compel these and other companies to make real  
24 investments in North Carolina that will be of real benefit over time. Any  
25 argument that BellSouth's "hot cut" process is to blame is simply a red herring.

1           Thousands and thousands of lines have been moved from BellSouth's switches  
2           to CLP switches. The Commission has looked at BellSouth's hot cut process  
3           and found it sufficient to support BellSouth's entry into the interLATA long  
4           distance business. There is no reason for the Commission to reach a contrary  
5           conclusion here.

6

7    Q.     DOES THIS CONCLUDE YOUR TESTIMONY?

8

9    A.     Yes.

10

11

12

BellSouth Telecommunications, Inc.  
North Carolina Utilities Commission  
Docket Nos. P-772, Sub 8; P-913,  
Sub 5; P-989, Sub 3; P-824, Sub 6; and P-1202, Sub 4  
Joint Petitioners' 1st Request for Production  
April 6, 2003  
Item No. 4-1-1  
Attachment 2

**ATTACHMENT TO REQUEST FOR PRODUCTION,  
ITEM NO. 4-1-1**

1 BELL SOUTH TELECOMMUNICATIONS, INC.

2 DIRECT TESTIMONY OF W. KEITH MILNER

3 BEFORE THE NORTH CAROLINA UTILITIES COMMISSION

4 DOCKET NO. P-55, SUB 1022

5 APRIL 12, 2001

6  
7 Q. STATE YOUR NAME, YOUR BUSINESS ADDRESS, AND YOUR POSITION WITH  
8 BELL SOUTH TELECOMMUNICATIONS, INC. ("BELL SOUTH").  
9

10 A. My name is W. Keith Milner. My business address is 675 West Peachtree Street,  
11 Atlanta, Georgia 30375. I am Senior Director - Interconnection Services for BellSouth. I  
12 have served in my present position since February 1996.  
13

14 Q. PLEASE SUMMARIZE YOUR BACKGROUND AND EXPERIENCE.  
15

16 A. My business career spans over 30 years and includes responsibilities in the areas of  
17 network planning, engineering, training, administration, and operations. I have held  
18 positions of responsibility with a local exchange telephone company, a long distance  
19 company, and a research and development company. I have extensive experience in all  
20 phases of telecommunications network planning, deployment, and operations in both the  
21 domestic and international arenas.  
22

23 I graduated from Fayetteville Technical Institute in Fayetteville, North Carolina, in 1970,  
24 with an Associate of Applied Science in Business Administration degree. I later

1 graduated from Georgia State University in 1992 with a Master of Business  
2 Administration degree.

3  
4 Q. HAVE YOU TESTIFIED PREVIOUSLY BEFORE ANY STATE PUBLIC SERVICE  
5 COMMISSION?

6  
7 A. I have previously testified before the state Public Service Commissions in Alabama,  
8 Florida, Georgia, Kentucky, Louisiana, Mississippi, and South Carolina, the Tennessee  
9 Regulatory Authority, and the North Carolina Utilities Commission on the issues of  
10 technical capabilities of the switching and facilities network, the introduction of new  
11 service offerings, expanded calling areas, unbundling, and network interconnection.

12  
13 Q. WHAT IS THE PURPOSE OF YOUR TESTIMONY TODAY?

14  
15 A. The purpose of my testimony is to document the means by which BellSouth satisfies the  
16 network requirements of the Competitive Checklist set forth in Section 271(c)(2)(B) of  
17 the Telecommunications Act of 1996 ("Act"). In doing so, I will describe the network-  
18 related offerings that BellSouth makes available to Competing Local Providers ("CLPs")  
19 in North Carolina through BellSouth's approved interconnection agreements and  
20 Statement of Generally Available Terms and Conditions ("SGAT"). I will also address  
21 network issues identified by this Commission in its January 14, 1998 Order in Docket  
22 No. P-55, Sub 1022 and BellSouth's action on those issues since the date of the hearing.

23  
24 Q. HOW IS YOUR TESTIMONY ORGANIZED?

1 A. I discuss each checklist item in order. Within my discussion of various checklist items, I  
2 introduce affidavits from a number of BellSouth subject matter experts on the topics of  
3 (A) collocation; (B) access to poles, ducts, conduits and rights-of-way; (C) operator  
4 services and directory assistance (OS/DA); (D) white pages listings; (E) Local Number  
5 Portability (LNP); and (F) 911 and E911. While BellSouth does not believe the  
6 Commission needs testimony on these topics to find BellSouth in compliance with  
7 Section 271, I am providing them for the Commission's information.

8  
9 Q. WHAT WILL YOUR TESTIMONY DEMONSTRATE?

10  
11 A. My testimony will demonstrate that BellSouth currently is in compliance with all the  
12 network requirements of the competitive checklist. Moreover, I will show that BellSouth  
13 has a legal obligation to provide required offerings in Commission-approved  
14 interconnection agreements. In addition to the interconnection agreements cited herein,  
15 Exhibit CKC-3 to the testimony of Cindy Cox sets forth the citations to various  
16 interconnection agreements that evidence BellSouth's legally binding obligations to  
17 provide the network requirements of the competitive checklist. BellSouth refers the  
18 Commission to CKC-3 as evidence of BellSouth's checklist compliance.

19  
20 Q. WHERE CAN THE COMMISSION FIND ADDITIONAL TECHNICAL  
21 INFORMATION ON THE OFFERINGS DISCUSSED HEREIN?

22  
23 A. BellSouth provides detailed administrative information, technical information, and  
24 procedures for ordering facilities and services in a number of guides, technical service  
25 descriptions, and manuals, all of which are available on BellSouth's Internet website at

(http://www.interconnection.bellsouth.com/guides/guides.html) and  
(http://www.interconnection.bellsouth.com/products/tech\_ref.html). This website is  
available to the Commission should the Commission desire additional detail on any of the  
offerings discussed herein.

**CHECKLIST ITEM 1: INTERCONNECTION**

Q. GENERALLY DESCRIBE BELLSOUTH'S COMPLIANCE WITH CHECKLIST  
ITEM 1.

A. According to the FCC, interconnection refers "to the physical linking of two networks for  
the mutual exchange of traffic." *Local Competition Order*, ¶ 176. Checklist Item 1  
obligates BellSouth to provide CLPs access to points of interconnection that are equal in  
quality (as defined by 47 C.F.R. § 51.331) to what BellSouth provides itself, and that  
meet the same technical criteria and standards used in BellSouth's network for a  
comparable arrangement, except where a CLP requests otherwise. 47 U.S.C. §  
251(c)(2)(C) and (D) and 47 C.F.R. § 51.305(a)(3), (4).<sup>1</sup> As detailed below, BellSouth's  
interconnection agreements and its North Carolina SGAT fully satisfy this mandate.

Checklist item 1 has three requirements. First, BellSouth must provide interconnection at  
any technically feasible point in the carrier's network. Second, BellSouth must provide  
CLPs with interconnection that is at least equal in quality to that provided by BellSouth

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<sup>1</sup> See also, Implementation of the Local Competition Provisions in the Telecommunications Act of 1996, CC Docket Nos. 96-98 & 95-185, 11 FCC Rcd 15499, 15614 (1996) ("Local Competition Order"), modified on recon., 11 FCC Rcd 13042 (1996), vacated in part on other grounds sub nom. Iowa Utils. Bd. V. FCC, 120 F. 3d 753 (8<sup>th</sup> Cir. 1997), cert. granted sub nom. AT&T Corp. v. FCC, 118 S. Ct. 879 (1998).



1 to itself. Third, BellSouth must provide interconnection on rates, terms and conditions  
2 that are just, reasonable and nondiscriminatory.

3  
4 **POINTS OF INTERCONNECTION**

5  
6 Q. DOES BELL SOUTH PROVIDE INTERCONNECTION AT ANY TECHNICALLY  
7 FEASIBLE POINT?

8  
9 A. Yes. Local interconnection is available at any technically feasible point in BellSouth's  
10 network, including meet point interconnection arrangements, on terms and conditions that  
11 are just, reasonable and nondiscriminatory. 47 U.S.C. § 251(c)(2); 47 C.F.R. §  
12 51.305(a)(2); *see* Interconnection Agreement Between BellSouth and ICG Telecom  
13 Group, Inc., ("ICG Agmnt."), GTC-A, § 7.0; ATT.1. Consistent with FCC rules,  
14 BellSouth makes interconnection available at the following points: line-side of the local  
15 end office switch; trunk-side of the local end office switch; trunk interconnection points  
16 for local end office and tandem switches; central office cross-connect points; out-of-band  
17 signal transfer points; and the points of access to unbundled elements. *See*  
18 Interconnection Agreement Between BellSouth and DIECA Communications, Inc. d/b/a  
19 Covad Communications Co., effective December 1, 1998 ("Covad Agmnt."), Att. 3, §  
20 1.2. CLPs have the option to interconnect at only one technically feasible point in each  
21 LATA. *See* Interconnection Agreement Between BellSouth and Intermedia  
22 Communications Inc., effective October 3, 2000 ("Intermedia Agmnt."), Att. 3, § 1.2. In  
23 cases in which dual entrance points are available in a given central office building, and  
24 space is available, BellSouth will make dual entry facilities available to CLPs. *See* ICG  
25 Agmnt., Att. 4, § 5.2.1. Moreover, a CLP may request, via the bona fide request (BFR)

1 process, to utilize another interconnection point when it is determined to be technically  
2 feasible.<sup>2</sup> *See* Covad Agmnt., Att. 3, § 1.2.6; Intermedia Agmnt., Att. 3, § 1.1. BellSouth  
3 will provide ordering and provisioning of interconnection services that is equal to the  
4 ordering and provisioning services BellSouth provides to itself. *See* Intermedia Agmnt.,  
5 Att. 6, § 1.1.

6  
7 **MEANS OF INTERCONNECTION**

8  
9 Q. WHAT MEANS OF INTERCONNECTION DOES BELL SOUTH OFFER?

10  
11 A. BellSouth offers the following means of interconnection: (1) physical collocation; (2)  
12 virtual collocation; (3) assembly point arrangements; (4) fiber optic meet arrangements;  
13 and (5) interconnection via purchase of facilities from the other party. *See* Intermedia  
14 Agmnt., Att. 3, §§ 1.1; 1.11; 1.8; Att. 4; SGAT, § I.C. BellSouth provides equal-in-  
15 quality interconnection on terms and conditions that are just, reasonable, and  
16 nondiscriminatory in accordance with the requirements of Sections 251(c)(2) and  
17 252(d)(1). Moreover, a CLP may request, via the BFR process, to utilize another means  
18 of interconnection when it is determined to be technically feasible. *See* ICG Agmnt., Att.  
19 3, § 1.1.

20  
21 Q. DESCRIBE MULTIPLE TANDEM ACCESS (MTA).  
22

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<sup>2</sup> The BFR process, and the intervals associated with it, are addressed in the testimony of Cynthia Cox.

1 A. BellSouth MTA provides for LATA-wide BellSouth transport and termination of CLP-  
2 originated local and BellSouth transported intraLATA traffic by establishing a Point of  
3 Interconnection at a BellSouth access tandem with routing through multiple BellSouth  
4 access tandems as required. The terms and conditions for such offering are set forth in  
5 interconnection agreements. *See e.g., ICG Agmnt., Att. 3.*

6  
7 **INTERCONNECTION TRUNKS**

8  
9 Q. DESCRIBE THE TRUNKING ARRANGEMENTS AVAILABLE TO CLPS FOR  
10 ROUTING TRAFFIC.

11  
12 A. BellSouth provisions, maintains and repairs interconnection trunks for CLPs in a manner  
13 that is equal in quality to the way in which BellSouth provisions trunks for its own  
14 services. 47 C.F.R. § 51.305(a)(3); *see also* Intermedia Agmnt., Att. 3, § 3.3;  
15 Interconnection Agreement Between BellSouth and TriVergent Communications, Inc.  
16 effective June 30, 2000 ("TriVergent Agmnt."), Att. 3, § 3.3. BellSouth designs its  
17 interconnection facilities to meet the same technical criteria and service standards that are  
18 used within its own network. *See* Intermedia Agmnt., Att. 3, §§ 3.2 – 3.4; ICG Agmnt.,  
19 Att. 3, § 3.2-3.3. BellSouth offers CLPs various options to route local/intraLATA toll  
20 traffic and transit traffic over separate trunk groups or over a single trunk group. *See*  
21 Covad Agmnt., Att. 3; Intermedia Agmnt., Att. 3; ICG Agmnt., Att. 3, § 2.0;

22  
23 First, BellSouth provisions local/intraLATA toll trunks for traffic between CLP end users  
24 and BellSouth end users or Wireless Service Providers and visa versa. Local traffic or  
25 local/intraLATA toll traffic may be delivered at the BellSouth local tandem, the

1 BellSouth access tandem, or the BellSouth end office. Local/intraLATA toll trunks may  
2 use multi-frequency (MF) or Signaling System 7 (SS7) signaling and may be one-way or  
3 two-way. *See* TriVergent Agmnt., Att. 3, §§ 2.4; 2.5.2; 2.5.3; 2.5.4.

4  
5 In addition, BellSouth provides transit trunks for traffic between a CLP and a third party  
6 such as an Independent Company, Interexchange Carrier, or another CLP (i.e., where a  
7 BellSouth end user is not involved). Transit trunk groups are generally two-way trunks,  
8 but may be built as one-way trunks. They may use MF or SS7 signaling. Transit  
9 intraLATA toll traffic from the CLP must be delivered at the BellSouth access tandem.  
10 Transit local traffic may be delivered at the BellSouth access tandem or at the BellSouth  
11 local tandem. *See* TriVergent Agmnt., Att. 3, §§ 2.5.2; 2.5.3; 2.5.4; 2.5.5.

12  
13 If the CLP chooses, additional trunk groups may be established for operator services,  
14 directory assistance, emergency services and intercept. *See* TriVergent Agmnt., Att. 3, §  
15 2.5.2.1.

16  
17 Q. ARE CLPS PURCHASING INTERCONNECTION TRUNKS?

18  
19 A. Yes. As of February 28, 2001, BellSouth had provisioned 50,929 trunks interconnecting  
20 its network with the networks of CLPs in North Carolina (that is, trunks from CLPs'  
21 switches to BellSouth's switches). In its nine-state region, BellSouth had installed  
22 409,933 trunks from CLPs' switches to BellSouth's switches as of that same date. As of  
23 February 28, 2001, BellSouth had provided 200,577 two-way trunks (including transit  
24 trunks) to a total of 92 CLPs across its nine-state region. In North Carolina, BellSouth  
25 has provided 42,050 two-way trunks (including transit trunks) to 23 CLPs. To date, 26

1 CLPs in North Carolina have ordered and been provided trunk groups to BellSouth's  
2 local tandem switches.

3  
4 Q. HOW DO CLPS REQUEST INTERCONNECTION TRUNKS?

5  
6 A. CLPs request interconnection trunks by submitting an Access Service Request ("ASR")  
7 to BellSouth's Interconnection Purchasing Center (IPC). BellSouth established the IPC  
8 during the second quarter of 1998 to facilitate BellSouth's submission of ASRs (Access  
9 Service Requests) by the CLPs and payment of CLPs' reciprocal compensation charges.  
10 The IPC receives ASRs from the CLPs, captures information required for Carrier Access  
11 Billing System (CABS) billing purposes, screens the ASR for accuracy, and routes the  
12 ASR via the Telcordia (formerly Bell Communications Research, Inc. or "Bellcore")  
13 Exchange Access Control and Tracking (EXACT) System to BellSouth's Circuit  
14 Capacity Management (CCM) center. The BellSouth CCM Center establishes the trunk  
15 group identification for new trunk groups or increases the trunk quantities in BellSouth's  
16 mechanized systems in the case of trunk augmentations. The ASR is then forwarded via  
17 EXACT to BellSouth's Circuit Provisioning Group (CPG). The CPG is responsible for  
18 issuing required trunk and facilities orders to BellSouth's Network Infrastructure Support  
19 Center (NISC), which prepares required switch translations, and BellSouth's Local  
20 Interconnection Switching Center (LISC), which coordinates the testing and turn-up of  
21 the trunks. The LISC forwards the orders to BellSouth's Work Management Center  
22 (WMC) and BellSouth's Field Work Groups (FWGs) for testing and turn-up of the  
23 trunks. *See* ICG Agmnt., Att. 6, § 1.1 and BellSouth's Local Interconnection and Facility  
24 Based Ordering Guide.

1 From July 1999 through February 2001, BellSouth's IPC processed 954 orders from  
2 CLPs for interconnection trunks in North Carolina and processed 7,153 orders from CLPs  
3 across BellSouth's nine-state region.  
4

5 Q. HOW DOES BELLSOUTH PROCESS ITS OWN TRUNK AUGMENTATIONS TO  
6 BELLSOUTH'S POINT OF INTERCONNECTION WITH CLPS?  
7

8 A. For trunks originating from BellSouth's network and terminating on the CLP's network,  
9 the process for establishing and augmenting trunks is the same as the CLP process to  
10 establish interconnection trunks with BellSouth, except for the billing. The CCM issues  
11 an "external" ASR to the CLP and an "internal" ASR to the IPC. The IPC screens the  
12 "internal" ASR for accuracy, and routes the ASR via the EXACT System to the CCM  
13 Center. The CCM Center establishes the trunk group identification for new trunk groups  
14 or increases the trunk quantities in BellSouth's mechanized systems in the case of trunk  
15 augmentations. The ASR is then forwarded via EXACT to the CPG. The CPG is  
16 responsible for issuing required trunk and facilities orders to the NISC, which prepares  
17 required switch translations, and BellSouth's LISC, which coordinates the testing and  
18 turn-up of the trunks. The LISC forwards the orders to BellSouth's Work Management  
19 Center and BellSouth's Field Work Groups for testing and turn-up of the trunks.  
20

21 Q. DISCUSS BELLSOUTH'S PROCESS FOR FORECASTING THE NUMBER OF  
22 TRUNKS REQUIRED TO PROVIDE INTERCONNECTION SERVICES.  
23

24 A. All trunk forecasting and servicing for CLP local and intraLATA toll trunk groups is  
25 based upon the same industry standard objectives that BellSouth uses for its own trunk